TrueNorthHDD

SALES AGREEMENT INVOICE

OnTrack Excavating & Landscaping Ltd.
Purchaser

204-384-1179
Telephone Number

Daniel@OnTrackEx.ca
Email Address

September 23, 2022
Sales Date

Winkler, MB
City / Province / Postal Code

Est. Shipping Date

Invoice # 5820

RE: JT1220 Repairs; SN: 2Z0281, 4586 Hrs

Quantity	Item Description & Information	Individual Cost	Cost (CAD)
1	Labour for Repair Work – See Attached For Full Write Up On All Work Completed	9500.00	$9,500.00
1	Controller, 220-1023	1744.70	$1,744.70
1	Sounder, 306-603	45.91	$45.91
1	Red LED, 214-563	18.15	$18.15
1	2 Gallon Pail of Copper Grease	110.00	$110.00
1	Latch, 117-558	74.65	$74.65
2	Roller, 170-335	224.80	$449.60
1	Wrench Pin, 179-505	60.50	$60.50
2	Abrasion Sleeve, 117-717	35.00	$70.00
2	Abrasion Sleeve, 117-718	35.00	$70.00
1	Saver Sub, 400-604	514.00	$514.00
1	Carriage Harness, 215-1131	314.06	$314.06
2	Bushing, 179-531	40.06	$80.12
2	Clevis Pin, 108-057	2.50	$5.00
2	Cotter Pin, 105-509	.50	$1.00
4	Pin, 179-736	34.57	$138.28
8	Klip Ring, 115-503	1.72	$13.76

2	Screw, 107-197	14.09	$28.18
1	Potentiometer, 214-566	352.62	$352.62
1	Hose, 32” OAL w/ FORF E/E	112.74	$112.74
1	Hose, 30.5” OAL W/FORF E/E	118.37	$118.37
1	Pressure Switch, 215-1204	239.71	$239.71
1	Hydraulic Hose, 153-364	60.47	$60.47
1	Hydraulic Hose, 154-857	69.30	$69.30
1	Cylinder, 151-220	682.04	$682.04
1	Gauge Panel, 273-407	45.40	$45.40
1	Control Panel, 700-067	51.29	$51.29
1	Switch Panel, 700-068	17.86	$17.86
1	Ignition Panel, 700-069	11.39	$11.39
1	Switch Panel, 700-092	63.80	$63.80
2	Spring, 115-601	5.17	$10.34
1	Rubber Boot, 500-1857	7.94	$7.94
1	Proximity Sensor, 215-1175	257.33	$257.33
1	Slider, 300-2615	239.76	$239.76
1	Ball Joint, 110-774	35.61	$35.61
1	Sensor Rod, 300-2620	279.13	$279.13
1	Cover, 300-2625	44.55	$44.55
2	Metric Screw, 106-380	2.62	$5.24
2	Metric Nut, 106-386	2.67	$5.34
4	Metric Screw, 106-427	1.00	$4.00

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4	Locknut, 106-850	.25	$1.00
2	Nut, 105-152	.50	$1.00
1	Right Side Plate, 300-2816	959.56	$959.56
1	Sensor, 215-1002	1002.47	$1,002.47
1	Hydraulic Line, 157-379	96.32	$96.32
1	Connector, 514-049	17.53	$17.53
1	Top Bracket, 318-873	42.86	$42.86
1	Clamp, 110-411	8.53	$8.53
1	Bolt-On Clamp, 110-852	8.53	$8.53
1	Link, 319-191	33.46	$33.46
1	Klip Ring, 115-499	2.45	$2.45
2	Rubber Boot, 500-1857	8.67	$17.34
4	Rod End, 110-983	35.60	$142.40
2	Nut, 105-920	2.33	$4.66
4	Spacer, 179-387	12.03	$48.12
1	Hose, 149” OAL w/ FORF E/E	537.79	$537.79
1	Shop Supplies	377.53	$377.53
-1	Hydraulic Tilt Cylinder, 151-038	-1076.80	($1,076.80)
-1	Packing Kit, 191-034	-238.74	($238.74)

Sub-Total (CAD)	$17,938.15
GST (5%)	$896.95
PST (7%)	$1,255.67
Total Due (CAD)	$20,090.77

GST: 80796 2998 RT0001 | PST (MB): 969970-3 | PST (SK): 6913750 | PST (BC): 1115-1448

Due Upon Receipt

TF: 1-844-787-8343
Info@TrueNorthHDD.com

Head Office Location:
1 & 2 – 20 Boys Rd
Sunnyside, MB R5R 0J6

Mailing Address:
230 Penfold Cres
Winnipeg, MB R2J 4B2

Terms and Conditions of Sales

In addition to any terms indicated on the invoice for your purchase, the following apply:

1. **Purchaser acknowledges that possession of sale cannot, and will not, take place until payment is received in full.** If payment is not received within a reasonable time period, True North HDD Brokers Inc. retains the right to cancel the sale. **Deposits received to hold the equipment in Purchasers name will not be refunded.**

2. **The property is sold exclusively "as-is, where-is." There is no warranty, nor guarantee, expressed or implied in regards to the purchased item(s).** This includes, but is not limited to, the fitness for a particular purpose; the design or condition (including latent defects); that the item(s) satisfies any requirements of laws, regulations, contracts, specifications; patent, copyright, trademark, and similar infringement.

3. True North HDD Brokers Inc. does not touch or repair any strike alert (ESID)/remote lockout system on any machine and **does not guarantee that any such strike alert (ESID)/remote lockout system is in working condition.**

4. Purchaser agrees that seller/seller's agent is not responsible, nor will be held responsible for any license fees and taxes including, but not limited to: federal, state, municipal, local, personal property, customs, use, and sales. Additionally, **the seller, or seller's agents will not be held responsible for any liabilities, obligations, losses, damages, penalties, claims, actions, or suits resulting from/incurred by/asserted as a consequence of the sale, ownership, possession, operation, and use of the item(s) sold.**

5. Purchaser exempts True North HDD Brokers Inc. including any and all employees of True North HDD Brokers Inc., from any responsibilities, guarantees, warranties, or the like once sale is completed. **True North HDD Brokers Inc. including employees, will not and cannot be held responsible for any fees, charges, litigation, damages, or similar instances, once purchaser takes possession of item(s).**

6. **Any goods supplied or delivered outside of Canadian Markets, by True North HDD Brokers Inc., are subject to pay "change on rate of exchange" on final cash price prior to goods being paid for in full.** Should goods be pre-paid, this condition will not apply.

7. Purchaser acknowledges and understands that once item(s) leave the property of True North HDD Brokers Inc., True North HDD Brokers Inc. is not responsible, nor will be held responsible for any of the transportation costs including but not limited to freight, shipping, insurance, customs clearances, and duty fees. **The Purchaser will be held solely responsible for any and all costs incurred in association with the transportation/delivery of the product(s) purchased.**

8. Purchaser acknowledges that for the purpose of any consignment sales True North HDD Brokers Inc. is acting solely as an agent for the Seller who is secured part of finance lessor in possession of the property. Furthermore, True North HDD Brokers Inc. is released from any inaccurate representations of the equipment being sold to the Purchaser. **Information provided by True North HDD Brokers Inc. is based upon the information provided by the Seller. While True North HDD Brokers Inc. will make every effort to ensure that any and all information is current and correct, there is no guarantee that the information provided is without errors, inaccuracies, or omissions. For this reason True North HDD Brokers Inc. cannot be held accountable to any persons or entity with respect to any loss or damage cause, or alleged to be caused, directly or indirectly, by any information provided to Purchaser.**

9. **Purchaser understands that it is their sole responsibility to have any inspections done on equipment prior to purchase, either by an authorized representative on the Purchaser's behalf or by any Third Party. True North HDD Brokers Inc. will not prevent, in any way, shape, or form, a Third Party inspection of equipment being sold, whether owned by True North HDD or on consignment with True North HDD**. Any costs associated with said inspection are to be paid by purchaser. Should Purchaser decline to arrange for an inspection of the equipment, Purchaser releases True North HDD Brokers Inc. of any and all perceived responsibilities should there be any faults with the equipment purchased. Purchaser will not be reimbursed for any monetary expense due to equipment faults.

   Purchaser has declined Third Party Inspection and fully releases True North HDD Brokers Inc. from any all responsibility related to condition of equipment:

   _____
   (Signature & Date)

10. **Any custom ordered or non-stock parts and tooling are final sale.** No returns will be accepted. No refunds will be issued. These products can be identified with the part number **NIPCST or by the word "custom" being included in the description**.

11. **All invoices are due upon receipt unless otherwise stated.** All invoices will be considered correct by both parties unless True North HDD is notified, in writing, with 7 calendar days of invoice date.

12. **Credit terms will be automatically suspended upon receipt of an NSF payment**. Terms will be re-instated once payment on account is paid in full, including any NSF charges or interest charges incurred.

13. Any mechanical issues must be reported, in writing, within 72 hours of receiving equipment. Any faults with electronics, including but not limited to locators, displays, and transmitters, must be reported within 72 hours, in writing. True North HDD Brokers Inc. cannot and will not be held liable for any locating electronics, sondes/beacons, or any electronic equipment of the nature, failures. **It is the sole responsibility of the purchaser to fully test all machine and electronic functions within 72 hours of receiving the equipment. Failure to do so exempts True North HDD from any and all responsibility and complaints submitted after may not be addressed at all.**