

DATE: 3/23/2022

Daytech quote 22-6040

Jefferson Parish, LA

Page: 6

BID NO.: 50-00137648

**BID FORM**  
Non Public Works

**All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form**

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO X

MAXIMUM ESCALATION PERCENTAGE REQUESTED n/a %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF Oct 31/22

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

Aug 19/22

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

n/a

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: Daytech Limited

ADDRESS: 70 Disco Road

CITY, STATE: Toronto, ON Canada

ZIP: M9W 1L9

TELEPHONE: (416) 675-1195

FAX: (416) 675-7183

EMAIL ADDRESS: info@daytechlimited.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: n/a

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

TOTAL PRICE OF ALL BID ITEMS: \$ 124,460.00 U.S.

AUTHORIZED

SIGNATURE: \_\_\_\_\_

Tony Tutolo

Printed Name

TITLE: President & CEO

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

DATE: 3/23/2022

Page 7

## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00137648

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			ONE TIME PURCHASE OF SOLAR BUS SHELTERS:		
1	10.00	EA	0001 13'High Peak non-advertising bus shelters, color RAL 5017 Traffic Blue  Per attached specifications. AGC04X12N	\$7,525.00	\$75,250.
2	10.00	EA	0002 USC U1 listed dusk to dawn solar powered LED illumination under the  shelter roof, minimun 5day autonomy, mounting kit RAL 5017 Traffic Blue per attached specifications	1,120.00	11,200.
3	10.00	EA	0003 8'Perforated metal bench, no back, three seat delineators, durable baked  powder coat finish color RAL 5017 Traffic Blue, stainless steel anchors per attached specifications	1,010.00	10,100.
4	1.00	EA	0004 24' sierra non-advertising low peak shelter (solar ready), color RAL 6009  Green per attached specifications GPC05X25N	15,170.00	15,170.
5	2.00	EA	0005 USC RMS 80F UL listed powered dusk to down LED illumination under shelter  roof, durable baked powder coat finish color RAL 6009 Green per attached specifications.	1,120.00	2,240.
6	2.00	EA	0006 7' perferated bench, no back with 2 vagrant bars, durable baked powder  coat finish color RAL 6009 Fir Green. Use 1/2" x 3-3/4" stainless STL SUP-R anchors per attached specification.	875.00	1,750.
7	1.00	EA	0007 Estimated Freight Charge  Warranty for items 0001-0006 per attached specifications Section 3:  1. Lifetime structural warranty. 2. Two (2) year warranty on powder coat. 3. Five (5) year prorated warranty on battery. 4. Remaining components must have a 10-year warranty. Example is not limited to the following: Panels, contols, lights.  Refer to Daytech special warranty. Prices quoted in \$US	>>>	8,750.

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
DAYTECH LIMITED  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF DAYTECH LIMITED  
INCORPORATED, DULY NOTICED AND HELD ON APRIL 5, 2022,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
WAS:

RESOLVED THAT Tony Tutolo, CEO, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE ABOVE  
DATED MEETING OF THE BOARD OF  
DIRECTORS OF SAID CORPORATION, AND  
THE SAME HAS NOT BEEN REVOKED OR  
RESCINDED.

  
\_\_\_\_\_  
SECRETARY-TREASURER

APRIL 5, 2022  
\_\_\_\_\_  
DATE

Daytech quote 22-6040  
Jefferson Parish, LA

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
DAY TECH LIMITED  
~~INCORPORATED:~~

AT THE MEETING OF DIRECTORS OF DAY TECH LIMITED  
INCORPORATED, DULY NOTICED AND HELD ON APRIL 5<sup>TH</sup>, 2022,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT  
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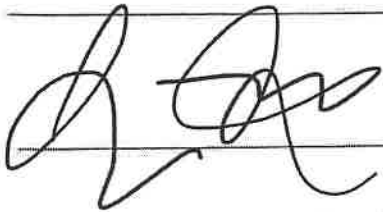


CORPORATE RESOLUTION

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CORPORATE RESOLUTION

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FACT.

Fauzan Mohammed

\_\_\_\_\_

Non-Public Works Bid

AFFIDAVIT

~~STATE OF~~ PROVINCE OF ONTARIO

~~PARISH/COUNTY OF~~ CITY OF TORONTO

BEFORE ME, the undersigned authority, personally came and appeared: Tony  
TUTOLO, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized CEO of DAYTECH LIMITED (Entity),  
the party who submitted a bid in response to Bid Number 50-00137648, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required  
attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including  
the date and amount of each contribution, made to current or  
former elected officials of the Parish of Jefferson by Entity,  
Affiant, and/or officers, directors and owners, including  
employees, owning 25% or more of the Entity during the two-year  
period immediately preceding the date of this affidavit or the  
current term of the elected official, whichever is greater. Further,  
Entity, Affiant, and/or Entity Owners have not made any  
contributions to or in support of current or former members of the  
Jefferson Parish Council or the Jefferson Parish President through  
or in the name of another person or legal entity, either directly or  
indirectly.

Choice B X there are NO campaign contributions made which would require  
disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B X \_\_\_\_\_ There are NO debts which would require disclosure under Choice A of this section.

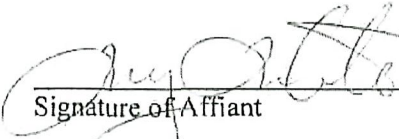
Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

*[The remainder of this page is intentionally left blank.]*



That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

  
\_\_\_\_\_  
Signature of Affiant

Tony Tolo  
\_\_\_\_\_  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 5th DAY OF APRIL, 2022.

  
\_\_\_\_\_  
Notary Public

Matthew Robert Tibbert  
\_\_\_\_\_  
Printed Name of Notary

43492F  
\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires N/A.



**Daytech Limited**  
70 Disco Road  
Toronto, ON M9W 1L9

tel 416.675.1195    [daytechlimited.com](http://daytechlimited.com)

April 5, 2022

Donna Reamey, Purchasing Dept  
**Jefferson Parish, LA**  
200 Derbigny St  
Gretna, LA 70053

Tel 504.364.2684  
Email [dreamey@jeffparish.net](mailto:dreamey@jeffparish.net)

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## **Quotation # 22-6040**

**Solar Bus Shelters**  
Bid # 50-00137648

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In response to your RFB, Daytech is pleased to provide our quotation for the supply of several new **solar bus shelters** for your community.

Daytech is one of North America's leading manufacturers of transit shelters, bicycle shelters, kiosks, street furniture and related signage. We have well over 70,000 products installed in every corner of North America.

We quote as follows;

***Item 1: AGC04X12N.PERF 'Old Towne' Transit Shelter, 4' x 12'***

- **Gable roof** design, canopy style open front with narrow end walls
- Nominal roof size: 4'-7"W x 12'-6"L
- Nominal footprint: 2'-0"W x 12'-0"L
- Per Daytech drawing # 5778-00
- Gable peak roof composed of aluminum roof ribs with 0.125" aluminum roof panels, gasketed pressure joints, open at each end
- 4" high A-trim roof profile with vertical fascia, square posts
- 20" dia round logo plate on LH, RH and front sides
- Roof frame featuring 3 way keyed corners with 4" deep sockets for corner posts
- Glazing channel with integral gasket in underside of roof framework, and pressure-fit glazing on vertical posts for fast, easy installation and elimination of exposed fasteners
- Wall panels consisting of;
  - 16ga mild aluminum **perforated panels**
  - 1/4" dia holes set on 3/8" staggered centers, approx. 40% open area
  - Full height, (3) sides
- Surface mounted on adjustable aluminum levelling feet, 3" adjustment
- Aluminum extrusion framework finished with premium polyester powder coat finish
  - Custom color: **RAL5017 traffic blue**
  - Preparation and paint to meet AAMA-2603-2 standards



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**Quote 22-6040** Jefferson Parish / Solar bus shelters

Page 2

- Stainless steel anchors and fasteners
- Less advertising display

**Item 2: GPC05X25N.PERF 'Old Towne' Transit Shelter, 5' x 25'**

- **Gable roof** design, canopy style open front with narrow end walls
- Nominal roof size: 4'-8"W x 24'-9"L
- Nominal footprint: 2'-10"W x 23'-5"L
- Per Daytech drawing # 5779-00
- Gable peak roof composed of aluminum roof ribs with 0.125" aluminum roof panels, gasketed pressure joints, open at each end
- Low pitch
- 'San Diego' style roof trim with double round exterior fascia, round posts
- 20" dia round logo plate on LH, RH and front sides
- Roof frame featuring 3 way keyed corners with 4" deep sockets for corner posts
- Glazing channel with integral gasket in underside of roof framework, and pressure-fit glazing on vertical posts for fast, easy installation and elimination of exposed fasteners
- Wall panels consisting of;
  - 16ga aluminum **perforated panels**
  - 1/4" dia holes set on 3/8" staggered centers, approx. 40% open area
  - **Full height on LH end wall only**
  - **9"H panel on front, back and RH wall panel**
- Surface mounted on adjustable aluminum levelling feet, 3" adjustment
- Aluminum extrusion framework finished with premium polyester powder coat finish
  - Custom color: **RAL6009 fir green**
  - Preparation and paint to meet AAMA-2603-2 standards
- Stainless steel anchors and fasteners
- Less advertising display

**Item 2: BE38402X Bench less backrest (for small shelter)**

- 4-seat, 88"L
- Aluminum frame with formed perforated metal seat
- 3 anti-vagrant" arms
- Aluminum components premium polyester powder coated to match shelter
- Stainless steel anchors

**Item 3: BE38407X Bench less backrest (for large shelter, 2 units per shelter)**

- 3-seat, 66"L
- Aluminum frame with formed perforated metal seat
- 2 anti-vagrant" arms
- Aluminum components premium polyester powder coated to match shelter
- Stainless steel anchors



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**Quote 22-6040** Jefferson Parish / Solar bus shelters  
Page 3

**Item 4: SA4955100 'Gen4' Solar-powered Interior LED Lighting System**

- This lighting system is a self-contained, off-grid LED light package built specifically to **illuminate the interior of transit shelters for passenger convenience and security**
- The light system consists of (4) main elements; LED light, solar collection panel, batteries and controller.
- Roof mounted light/battery/control box
  - Rugged aluminum enclosure, mounts to underside of shelter roof
  - Contains LED/battery/controller
  - Secured to roof ribs
  - Powder-coated finish to match shelter
- (1) x 3W white high-efficiency SuperBright LED, 50,000 hrs life, type MR16 bulb
- Solar collection panel, rigid, 100W
- maintenance-free battery, lithium type, 20 AH total capacity
- Solar controller with selectable pre-set modes
- Solar light kit will be factory assembled and mounted at Daytech factory
- Performance:
  - Location: Jefferson Parish LA
  - Dusk-to-dawn illumination
  - Approx 200 lumens total light output
  - Estimated minimum light intensity = 25 lux measured    pprox. 24" from ground
  - Minimum (5) days autonomy under normal conditions

**About solar:**

For solar powered items, solar lighting is dependent on receiving direct and indirect sunlight. Obstructions (such as shaded areas, trees, buildings, mountains, snow or ice buildup) may reduce system performance. Solar collection panels are mounted on a slope. For optimal performance, we recommend solar panels face 'away from north', oriented 90° through 270° per compass, and avoid significant obstructions.

**Freight:**

Freight price for shipment to your site (FOB your yard) is provided as a line item.

Shelters are bulk packaged. Offloading from enclosed trailer by purchaser.

**Installation:**

Not included.



**Daytech Limited**  
70 Disco Road  
Toronto, ON M9W 1L9

tel 416.675.1195    **daytechlimited.com**

**Quote 22-6040** Jefferson Parish / Solar bus shelters  
Page 4

***Pricing:***

Refer to bid forms

***Clarifications***

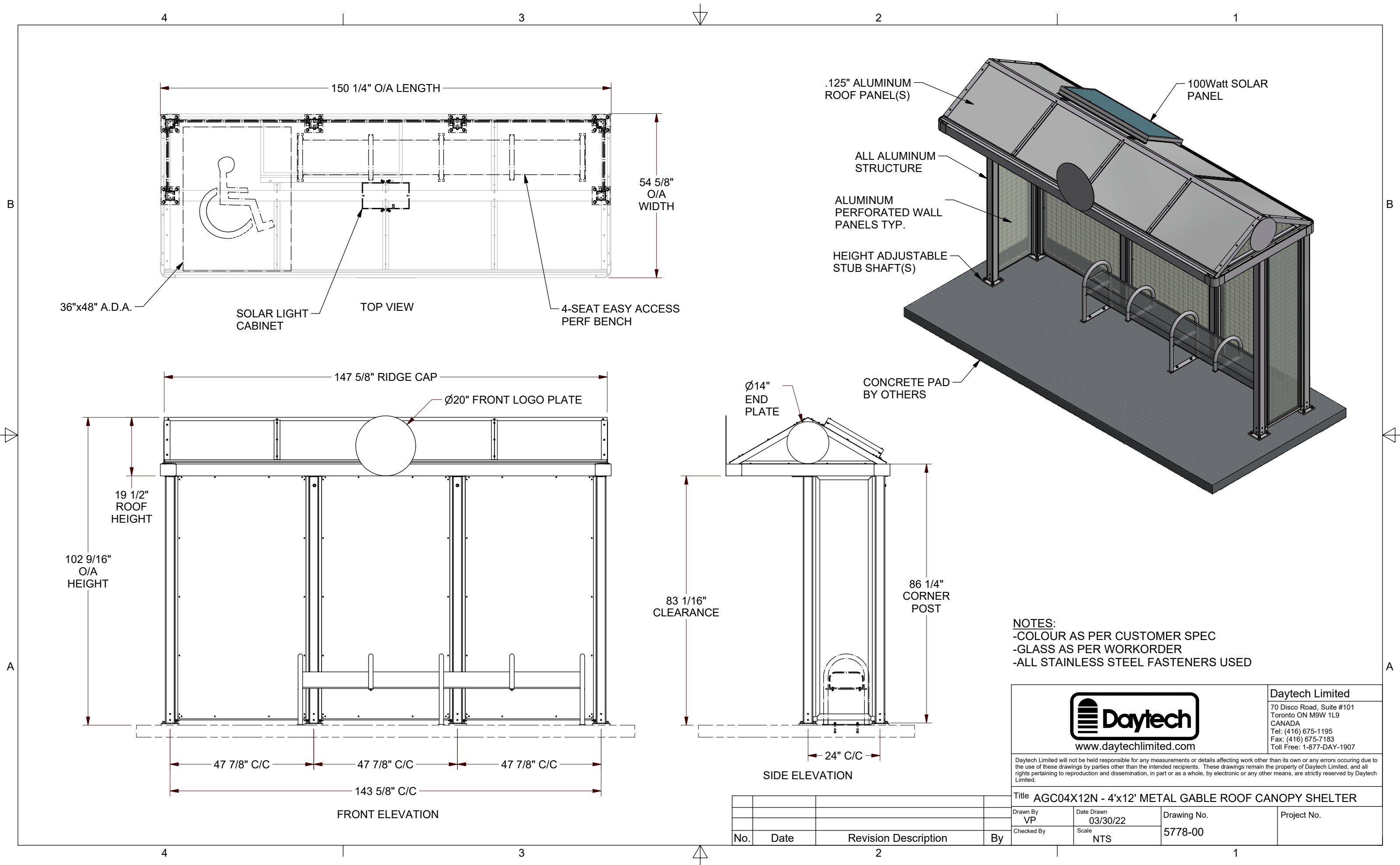
1. Daytech shelters are factory prefabricated to customer order and specification, crated and shipped in “knock down” condition, with all necessary hardware and instructions for installation on a prepared concrete pad using standard tools and equipment. Roof is fully assembled at our factory. Solar system is assembled and mounted to the roof.
2. The solar system is not UL approved, however this is not normally a requirement as it is a low voltage system. Daytech has provided hundreds of similar solar systems to transit services.
3. The following items are **not included** and will be provided by the purchaser or others;
  - a. Design and supply of a suitable monolithic concrete pad. We recommend a minimum pad size of (shelter width + 18”) x (shelter length + 18”) x 6” minimum thickness. Asphalt or brick pavers are not recommended surfaces.
  - b. Offloading
  - c. Installation
  - d. Decals and/or artwork for roof mounted logo
4. All prices quoted in \$US dollars.
5. All taxes extra. Purchaser to remit any taxes if applicable.
6. All prices are firm for (45) days and subject to change thereafter.
7. Warranty: A contract specific limited extended warranty is provided. Refer to attached warranty agreement.

If you have any questions or concerns, please do not hesitate to contact me.


Regards,

**John Duthie**  
VP sales and marketing

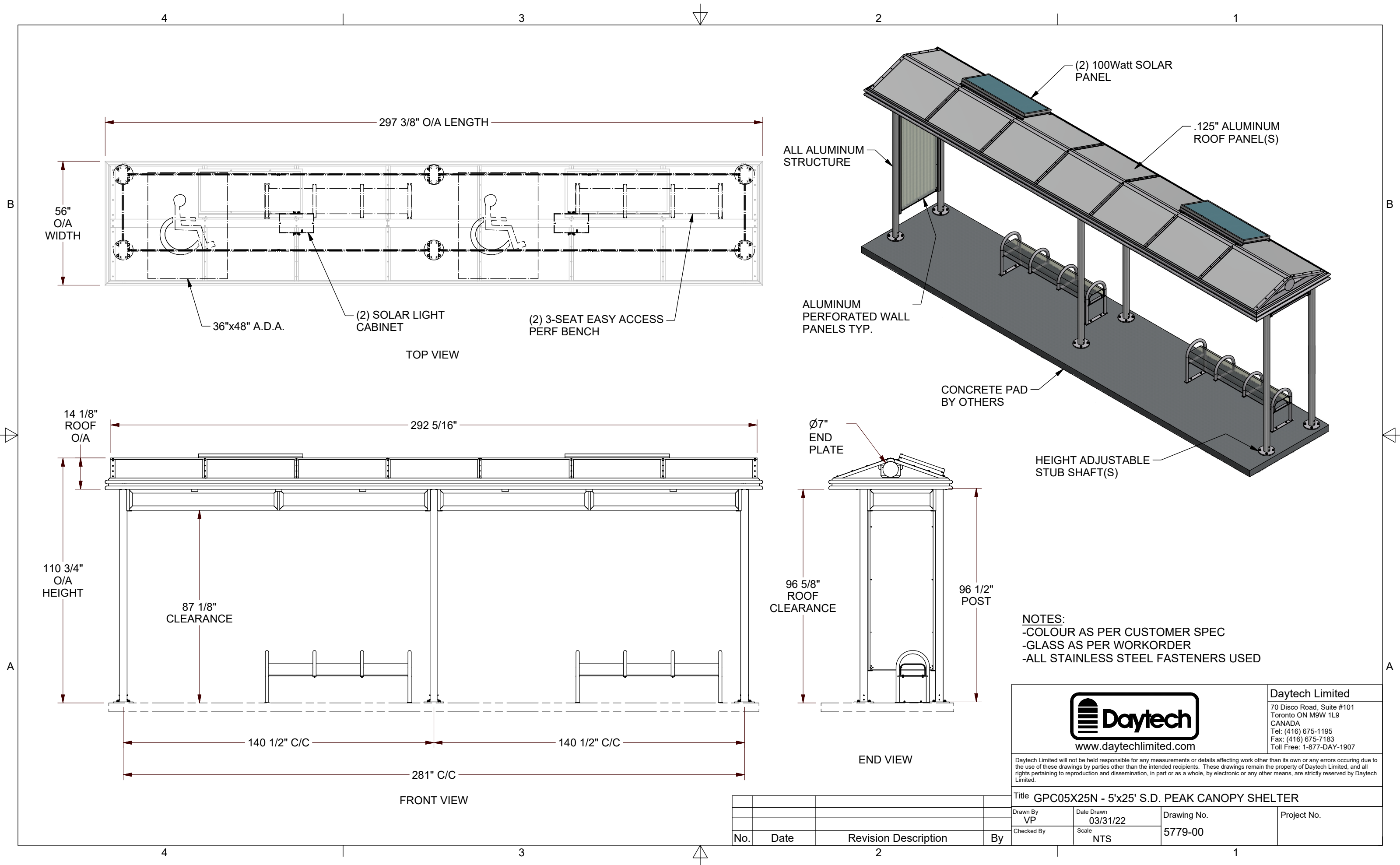
☎ 416. 675.1195 x.224 | toll-free 877.329.1907 | email: [jduthie@daytechlimited.com](mailto:jduthie@daytechlimited.com)




- NOTES:
- COLOUR AS PER CUSTOMER SPEC
  - GLASS AS PER WORKORDER
  - ALL STAINLESS STEEL FASTENERS USED

 www.daytechlimited.com		Daytech Limited 70 Disco Road, Suite #101 Toronto ON M9W 1L9 CANADA Tel: (416) 675-1195 Fax: (416) 675-7183 Toll Free: 1-877-DAY-1907	
Daytech Limited will not be held responsible for any measurements or details affecting work other than its own or any errors occurring due to the use of these drawings by parties other than the intended recipients. These drawings remain the property of Daytech Limited, and all rights pertaining to reproduction and dissemination, in part or as a whole, by electronic or any other means, are strictly reserved by Daytech Limited.			
Title AGC04X12N - 4'x12' METAL GABLE ROOF CANOPY SHELTER			
Drawn By VP	Date Drawn 03/30/22	Drawing No.  5778-00	Project No.
Checked By	Scale NTS		





- NOTES:
- COLOUR AS PER CUSTOMER SPEC
  - GLASS AS PER WORKORDER
  - ALL STAINLESS STEEL FASTENERS USED

 www.daytechlimited.com		Daytech Limited 70 Disco Road, Suite #101 Toronto ON M9W 1L9 CANADA Tel: (416) 675-1195 Fax: (416) 675-7183 Toll Free: 1-877-DAY-1907	
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Title GPC05X25N - 5'x25' S.D. PEAK CANOPY SHELTER			
Drawn By VP	Date Drawn 03/31/22	Drawing No.  5779-00	Project No.
Checked By	Scale NTS		

No.	Date	Revision Description	By

## Daytech Limited **Special Warranty**

Daytech transit shelters and related street furniture are designed and constructed from first quality materials, workmanship and finish for extended service life and low maintenance.

This Warranty Agreement is between Daytech Limited (hereinafter 'Daytech') and the Purchaser or Owner in the case when sold through a contractor (hereinafter 'Purchaser').

Daytech products are covered by a limited warranty against **manufactured defects and workmanship** as follows;

- **Lifetime structural warranty**
- **2-years finish**
- **Solar batteries (60) month pro-rated**
- **Components other than solar batteries, 10-years**
- All warranty terms subject to specific limitations described herein
- Warranty period will start from date of shipment of products from Daytech

**Structural:** Shelter structural elements have a limited **lifetime** warranty against structural breakdown or failure against manufactured defects and workmanship for their expected lifetime under normal conditions. Severe or catastrophic events such as hurricanes, tornados, flooding, earthquakes, explosions, fire, and/or collisions are specifically excluded.

**Finish:** Painted aluminum finishes are warranted for a period of **two (2) years** against lifting, flaking or peeling under normal conditions.

The painted aluminum products from Daytech are coated in a five stage architectural aluminum pretreatment process by Automatic Coating Limited that meets all the requirements of AAMA 2603-02.

The finish warranty will not apply to damage and/or failure of the aluminum product caused by moisture or other contamination detrimental to the polyester powder coating because of improper storage or handling prior to installation.

The finish warranty will not apply to improper handling or fabrication activity carried out during or after installation, including but not limited to bending, elongation, cutting, sawing, drilling, scratching, standing or pounding water, improper cleaning, or acts of God, falling objects, explosions, fire, flooding, pollution or other such similar or dissimilar circumstances.

Where Daytech products are located less than 1000 feet (300m) from seashore or roadways (subject to road salt or brine) the products should be systematically washed and freshwater rinsed at least (4) times annually to prevent the accumulation of salt deposits and any other corrosive deposits that may occur.

Purchaser shall maintain reports related to cleaning intervals and repairs and in the event of a claim shall make them available to Daytech.





## Special Warranty

**Solar batteries:** Solar batteries provided by Daytech are covered by a limited **(60) month pro-rated** warranty against defects in manufacturing and workmanship. Should the battery fail to hold a charge due to a defect within the first (12) months, the battery will be replaced at no charge. If the battery fails during the warranty period after the first (12) months, Daytech will provide a credit towards purchase price of replacement battery proportional to the unused warranty period. For example, if the battery fails (22) months after start of warranty, Daytech would provide Purchaser with a credit for replacement batteries representing (63%) of battery price which represents the 38/60 month unused portion of the warranty period.

**Other components:** Components other than solar batteries are covered for a period of **(10) years** against defects in manufacturing and workmanship.

Daytech warranty does not apply to any product that is subject to misuse, abuse, vandalism, graffiti, collision, overload, and/or modification.

Daytech's liability and the Purchaser's sole remedy under this agreement shall be limited to, at Daytech's option; (a) refurbishing or replacing the defective components, or (b) reimbursement of the cost of refurbishing the defective components. Purchaser is responsible for the following; returning suspected defective parts to Daytech premises freight prepaid, freight expenses to send replacement parts from Daytech to Purchaser, and labor to dismantle and/or reinstall defective parts.

**Except for the warranty terms described herein, Daytech makes no other warranties, express, implied or statutory, including any implied warranty of merchantability or fitness for a particular purpose or use.**

**The maximum liability to Daytech is limited to the purchase value of the defective items. In no event shall Daytech be liable for consequential, indirect, incidental or special damages of any nature for the purchase or use of its products howsoever caused.**

Daytech agrees to respond to Purchaser's warranty claim in a reasonable and prompt manner to rectify the warranty complaint. Daytech also agrees to not unduly withhold an agreed upon warranty payment or reimbursement expense and in any case will respond within (90) days from the receipt of warranty claim.

All warranty claims shall be waived unless made by the Purchaser in writing to Daytech within the applicable warranty period and within (30) days after the Purchaser is informed or becomes aware of a defect. Daytech must be given a reasonable and prompt opportunity to inspect said defect, either in person or from digital pictures supplied by Purchaser.

When products are installed by a party other than Daytech or its authorized installer, Purchaser assumes full responsibility to ensure that the installer uses the proper equipment and follows Daytech installation procedures, instructions and specifications and keeps records of product locations.

## Special Warranty

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All warranty terms are extended solely to the original Purchaser or Owner. They are non-transferable, non-assignable and the Purchaser shall not permit or authorize their employees, agents, or representatives to claim, represent or imply that this warranty agreement extends to or is available to another party.

Daytech reserves the right to terminate this agreement at any time upon sixty (60) days prior notice, except with respect to any product which already has been shipped to the Purchaser prior to the giving of such notice.

All notices and warranty claims made under this agreement shall be in writing and sent by confirmed email (ie, must be confirmed back to Purchaser by Daytech) or registered mail, postage prepaid, return receipt requested.

Daytech and the Purchaser agree that this agreement does not constitute an obligation of any kind whatsoever on the part of the Purchaser to buy any finished products from Daytech, but rather it provides the governing terms and conditions as to the parties' respective liabilities and rights, if and when any such purchase or sale of any of the products occur.

No terms or conditions other than those stated herein and no agreement or understanding oral or written, in any way purporting to modify this Agreement, shall be binding upon a party unless made in writing, expressly refers to this Agreement and is signed by that party's authorized representative. This Agreement supersedes and cancels any prior representations, warranties and Agreements relating to the subject matters of this Agreement.

This Warranty Agreement is made under the laws of the Province of Ontario (without giving effect to the conflict of law of principles thereof) and the local laws of Ontario shall apply to the construction, enforcement and interpretation of this Agreement.

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