

## TERMS AND CONDITIONS OF SALE

**GENERAL** - Any of the terms and provisions of Buyer's order, which are inconsistent with these Conditions of Sale, shall not be binding on the Seller and shall not be considered applicable to any sale made pursuant to this Quotation. No waiver, alteration or modification of any of the provisions on the face herein shall be binding unless in writing and signed by an executive officer of the Seller or by the Marketing Manager.

**WARRANTY** - Seller warrants for one year from date of shipment that the goods and services furnished hereunder will be in full conformity with sellers specifications, drawings, samples or data (or those of the buyer accepted in writing), and will be free from defects in material and workmanship. SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER OR ADDITIONAL WARRANTIES (EXCEPT OF TITLE, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO FITNESS, MERCHANTABILITY, OR OTHERWISE). Seller will in no case be responsible for special or consequential damages, including, but not by way of limitation, cost of removal of goods, or reinstallation of goods, seller's liability being limited to the repair or replacement of defective goods.

**DELIVERY** - Shipping dates are approximate and are based upon prompt receipt of all necessary information. Seller shall not be liable for delay in delivery due to causes beyond its reasonable control such as acts of God, acts of the Buyer, acts of civil or military authority, priority, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, and delays in transportation. In the event of delay due to such causes, the date of delivery shall be extended for a period equal to the time lost by reason of delay.

**RE-SCHEDULING** - Seller is committed to offering the best possible service and will make every attempt to accommodate Buyer's delivery change requests. However, Seller reserves the right to hold firm the acknowledged delivery date within a 60 day window of the scheduled shipment.

**PRICES** - Seller reserves the right to invoice items scheduled to be shipped on any order more than six months from the order entry date at prices prevailing at the time of shipment.

**QUANTITIES** - Seller reserves the right to over or under ship the quantities shown herein by 5% in the case of components and by 10% in the case of cable and wire products, where manufacturing processes make it difficult to provide the exact quantity specified.

**TERMS OF PAYMENT** - All goods are shipped F.O.B. Seller's shipping point, and title, risk of loss or damage, and other incidents of ownership shall pass to Buyer upon delivery of goods to carrier at said shipping point. Any and all claims for loss, damage or shortages in transit should be made directly to the carrier, and any actual packaging shortages must be reported by Buyer to Seller within 10 days after receipt of merchandise. No deductions for any loss, damage or shortage in transit will be allowed on invoice. Payment is due Net 30 days from date of shipment. If, in the judgement of Seller, the financial condition of Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance. Pro rata payments shall become due as shipments are made. If shipments are delayed by the Buyer, payments shall become due from date when the Seller is prepared to make shipment. If manufacture is delayed by the Buyer, payment shall be made based on the contract price and the percentage of completion. Goods held for the Buyer shall be at the risk and expense of the Buyer.

**TAXES** - Unless otherwise stated Seller's prices do not include Federal, Provincial or similar taxes. Consequently in addition to the price specified herein, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the products herein shall be paid by Buyer, or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

**TERMINATION AND RETURNS** - On products classified as non-standard, that is, products fabricated to individual customer requirements, drawings, specifications and/or customer design as contracted to standard products offered by Seller for general sale, Seller reserves the right to fabricate the entire quantity ordered in one production run, although shipments will be made in accordance with the Buyers requested schedule. In the event of cancellation of such non-standard products, any components, subassemblies and/or finished assemblies on hand or in production in quantities equivalent to the full production run for the entire quantity ordered plus normal overrun, shall be considered as part of applicable cancellation charges. The Buyer may cancel his order only upon payment of reasonable cancellation charges, which shall take into account expenses already incurred, and commitments made by the Seller. Returns will not be accepted unless authorized by Seller which authorisation shall not be unreasonably withheld. All products manufactured to Buyers specifications or special requirements are not subject to return.

**TOOLING** - All tools required to produce the products covered by this quotation are to remain the property of Seller.

**USE OF DATA** - Any specifications, drawings, technical information or other data furnished by Seller to Buyer shall remain Seller's property, shall be kept confidential by Buyer and shall be returned at Seller's request.

**PATENT INDEMNITY** - Buyer shall hold Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's design, specifications or instructions.

**CLAIMS** - All claims must be made within 30 days of receipt of goods. No claim for special or consequential damage will be considered.