

MENTEC-SUDBURY INDUSTRIAL EQUIPMENT LIMITED - TERMS AND CONDITIONS OF SALE

1. QUOTATION: ANY quotation not accepted within thirty (30) days of the date of the quotation is subject to a price review by Mentec-Sudbury.
2. Subject to availability at time of order.
3. SPECIAL or CUSTOM PRODUCTS: CANNOT BE CANCELLED
4. ENTIRE AGREEMENT: The order confirmation of which these terms and conditions are a material part constitutes the entire agreement between BUYER and SELLER, and supersedes and shall prevail over any oral undertakings, earlier terms or conditions, statements in catalogues or elsewhere, any terms and conditions issued by BUYER in any purchase order or otherwise and any terms implied by statute. Any trade custom, usage of course of dealing shall not vary any term or condition used herein. Issuance of SELLER's order confirmation quoting BUYER's order reference or number shall constitute evidence of the sales contract between the parties and BUYER's acceptance thereof.
5. ASSIGNMENT: This contract is not assignable by BUYER without prior written consent of SELLER. Any attempt to assign any of the rights, duties or obligation of BUYER hereunder shall result in the forfeiture of such rights but duties and obligations hereunder shall continue to bind the BUYER and the assignee.
6. AMENDMENTS: This agreement can only be modified by written agreement duly signed by persons authorized to sign agreement on behalf of the SELLER
7. CLIENT SPECIFICATIONS: The customer is responsible for the accuracy of the data supplied to Mentec-Sudbury. It is the customer's obligation to provide Mentec-Sudbury with all requirements.
8. INSTALLATION & SET-UP SERVICES are not part of the quotation provided. Any installation and set-up services require negotiation as a separate purchase order or service contract.
9. TAXES: EXTRA - The amount of tax or other governmental charges upon the production, sale, and/or shipment of goods sold hereunder, now imposed by any governmental authority or hereafter becoming effective shall be added to the prices herein provided, and shall be paid by BUYER.
10. CURRENCY: Canadian unless otherwise stated.
11. SHIPMENT & DELIVERY  
All delivery dates are estimates only, and are subject to Prior Sale. Seller's only obligation with respect to delivery dates shall be to use reasonable efforts to meet same. Title and risk of loss shall pass to Buyer at F.C.A. point. Buyer shall be responsible for costs of shipments from the F.C.A. point. Unless otherwise instructed, Seller will ship via appropriate means, taking into account the nature of the Product being shipped. Seller will not be liable for any delays, breakage, loss or damage after having made delivery in good order to the first transportation carrier. Shipments will only be insured at Buyer's request and expense. All claims for loss or damage in transit are to be made by Buyer directly to the transportation carrier and the appropriate insurance carrier. No deductions of suppliers or subcontractors of any kind from the invoice amount shall be made.
12. DELIVERY, RISK OF LOSS: Delivery to common carrier shall constitute delivery to BUYER at which time title passes to the BUYER and the risk of loss shall be borne by the BUYER.
13. FORCE MAJEUR  
Seller shall not be responsible for losses or damages to Buyer (or any third person) occasioned by delays; or by loss of or damage to the Product as specified in the Proposal when caused directly or indirectly by acts of God, substantial changes in general economic conditions, acts of government or military authority, casualty, riot, acts of Buyer, strikes or other labour difficulties, shortages of labour, supplies, and transportation facilities or any other causes beyond Seller's control or the control of its suppliers or subcontractors. Seller's schedule shall be adjusted in accordance with the impact of any such delay or postponement and its price shall be equitably adjusted to include all additional costs, including overheads and reasonable profit.
14. ACCEPTANCE OF PRODUCT: Claims for defects, damages, or shortages must be made by the BUYER in writing no later than ten (10) calendar days after delivery. If no such claim is made, Mentec-Sudbury and the BUYER understand that the product has been accepted. By accepting the Product the BUYER acknowledges that Mentec-Sudbury's performance has fully satisfied

all terms, conditions and specifications. NOTE: Any product accepted by BUYER and placed into inventory for an extended period of time will not qualify for an extended warranty, replacement or additional equipment.

15. **OWNERSHIP/TITLE OF PRODUCT:** Title and ownership of the product shall be and shall remain with the Seller, Mentec-Sudbury until such time as the purchase price for such Product is paid in full to Seller. Until full payment, Buyer will only be entitled to the possession of the Goods, however; all risks of loss and damage to the Product will be assumed by the BUYER upon shipment. Seller warrants that BUYER, upon payment in full for Product, shall acquire good and clear title to Product, free and clear of all liens and encumbrances created by Seller.
  
16. **PAYMENT TERMS:** Unless otherwise arranged, terms of payment are net thirty (30) calendar days from date of shipment, with no discount allowed for earlier payment. SELLER reserves the right to alter or suspend credit terms, require C.O.D. or advance payment, at the SELLER's sole discretion. If BUYER becomes delinquent in payment and refuses to accept C.O.D. shipments, SELLER shall have the right, in addition to any other right it may have, to cancel any order of BUYER'S, withhold further deliveries, and declare all paid amounts for products or goods previously delivered immediately due and payable. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. Amounts past due shall be subject to an interest charge of 1.5% per month. All costs and expenses incurred by SELLER as a result for non-payment or delinquent payment by BUYER, including collection costs, interest, and legal fees, shall be paid by BUYER.  
 The co-ordination of supply, installation, commissioning and calibration remains with the customer or his/her appointed delegate unless special, explicit contractual arrangements for co-ordination have been made with Mentec-Sudbury.
  
17. **WARRANTY:** Equipment is subject to the mutual agreement that it is warranted by the Manufacturer free from defects of material and workmanship. That Mentec-Sudbury's liability shall be limited to replacing or repairing without charge any material or workmanship defects which become apparent within twelve months from the date that said equipment was shipped from the factory and Mentec-Sudbury shall have no liability from direct or consequential damages of any kind. All freight costs for return or repair material will be incurred by the customer.  
 Product should not be returned to SELLER for warranty evaluation without prior issuance of an authorization number by SELLER and SELLER shall not be liable for repair work done or costs incurred by BUYER. The BUYER shall, without any costs, provide the SELLER the time and opportunity necessary to subsequent improvement or replacement of goods and shall provide any necessary assistance free of charge.
  
18. **CONFIDENTIAL INFORMATION:**  
 Any and all information concerning the products or goods or the transaction covered hereunder which Seller discloses to Buyer, or which Buyer otherwise obtains knowledge of hereunder, remains the exclusive property of Seller and shall not be made available to third parties without Seller's express written consent. Buyer shall have no right whatsoever to such information other than to use it for evaluation for the purpose of the transaction covered hereunder. Seller will not disclose information submitted to it by Buyer which is confidential and proprietary to Buyer and clearly designated as such without Buyer's consent.
  
19. **BUYER ACKNOWLEDGEMENT OF TERMS & CONDITIONS AS SPECIFIED**  
 The terms and conditions of this Proposal and the Seller's Product Warranty in effect from time to time is available from the Seller and form an integral part of this Proposal. The Buyer acknowledges having obtained a copy of the Terms and Conditions and the Seller's Product Warranty and to be familiar with the same.  
 Mentec-Sudbury Industrial Equipment Limited  
 Telephone: 705-566-8078  
 Fax: 705-566-6104  
 E-mail: [sales@mentecsudbury.ca](mailto:sales@mentecsudbury.ca)  
 IT IS THE RESPONSIBILITY OF THE BUYER TO retrieve the TERMS and CONDITIONS @ [www.mentecsudbury.ca](http://www.mentecsudbury.ca) . These apply to all Quotations and or Purchases from Mentec-Sudbury Industrial