

TERMS AND CONDITIONS OF SALE

The following terms and conditions shall be a part of any contract of sale, which may be entered into between the Buyer and Seller. Any terms and conditions in Buyer's purchase order acknowledgment or any other writing pertaining to such order, irrespective of its wording or of when received by us, which are in conflict or inconsistent with or add to the terms and conditions hereof, will not be acceptable or become a part of any resulting contract without our express typed or handwritten consent. Neither acknowledgment nor return of a copy of Buyer's purchase order or other form, irrespective of its terms, nor the filing and shipment of such order, shall constitute acceptance of such conflicting, inconsistent or additional terms nor shall they in any way operate to modify or change the full effect of the terms and conditions herein.

1. PRICE AND TERMS OF PAYMENT.

Prices of such products are published separately. The acceptance of orders is subject to the approval of our Credit Department. Unless otherwise specifically agreed upon in writing, our terms are net 30 days from date of invoice with all payments are to be made in Canadian funds. Prices are subject to change without notice at any time prior to shipment. Export orders, unless otherwise specifically agreed upon in writing shall be payable in USA funds. Unless otherwise indicated no Sales, Use, Retailers, occupation, Service Occupation, Service Use or other similar taxes are included in our prices. The amount of any such taxes, which are paid or payable, or assessed in connection with any order, shall be paid by the customer directly to the taxing authority. Interest will be charged at 2% on late accounts. Reasonable collections and attorneys fees will be assessed to all accounts placed for collection.

2. SHIPMENT.

The time of delivery named by us is the date for shipping from our plant or warehouses. We will not be liable for delays in delivery caused by any reason beyond our control, including but not limited to acts of God, casualty, civil disturbance, labor disputes, transportation or supply difficulties, any interruption of our facilities, or act of any governmental authority and the time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter. Examine a material closely before making claim for shortage as this material was checked before shipping. All claims for defect merchandise must be made within 5 days after receipt of goods. Make claims for breakage or damage in transit to carrier as we hold shipping receipt in good order. Claims for shortage or incorrect material must be made within 5 days of receipt of goods and accompanied by original packing sheet. Material returned for credit is subject to a 25% restocking charge and handling fee.

Unless otherwise agreed upon in writing, all shipments are F.O.B. our plant or warehouse from which material is shipped. We are not responsible for damage to or loss of products after delivery to the transportation company. If the customer should have a claim against the transportation company, however, we will cooperate in attempting to secure an adjustment when so requested. We will decide how to pack and, to ship unless specific instructions are given. Where shipment from stock is indicated material is subject to prior sales.

3. TRANSFER OF OWNERSHIP

The Seller shall retain ownership of the product supplied until payment in full has been received by him. As the Seller retains ownership until the products are paid for, they may not be sold and Iconopower reserves product ownership even when transferred by original customer to another party securing his claim against the customer until full-payment is received.

4. PROPRIETARY INFORMATION

Iconopower is the owner and retains full title and copyright privileges on any supplied design/application information which may be patentable. etc. even when provided to a third party. Any and all papers regarding same are to be returned upon request.

5. TRANSPORTATION CHARGES

Premium rate services such as Overnight Express (Rail or Air) Air-freight, etc. will be utilized only when specified by customer. If prepayment is requested, our invoice will show an addition equal to the excess transportation charges. Unless otherwise requested in writing, goods shipped will be insured and the shipping and insurance charges will be added to the invoice.

6. MINIMUM ORDER CHARGE.

There is a minimum order requirement of \$100.

7. WARRANTY-LIABILITY.

Any distributed product will be subject to our suppliers warranty and limited to cost of replacement. We warrant to our customers that all products manufactured by us will be free from defects in material and workmanship at the time of shipment to our customer for a period of one year plus all products designated as prototypes will not be warranted, all warrant and non-warranty issues will be serviced at our published service rate from the date of shipment. All warranty claims must be submitted to us within sixty (60) days of discovery of defects within the warranty period, or shall be deemed waived. On our request, alleged defective product shall be returned to us for evaluation, along with details regarding the application in which they were used. As to products or parts thereof which we find to have been defective at the time of shipment our sole responsibility there under shall be to furnish the replacements for such defective products or parts without charge, F.O.B. our facility. This warranty shall not apply to any product which has been subject to misuse; misapplication; neglect (including but not limited to improper maintenance and storage); accident, improper installation, modification (including but not limited to use of unauthorized parts of attachments), adjustment or repair, identifiable items manufactured by others but installed in or affixed to our products are not warranted by us but bear only the express warranty, if any, of the manufacturers thereof. The foregoing is in lieu of all other warranties, whether express, implied or statutory, including those of merchantability and fitness of any product of a particular purpose, and of any other obligation or liability on our part of any kind of nature whatsoever. No representative of ours has any authority to waive, alter, vary or add to the terms hereof without prior approval in writing signed by an officer of our company. It is expressly understood that our liability for our products, whether in contract or in fact, is limited to the repair or replacement of the products, or the parts thereof.

We will not be liable for any other injury, loss, damage or expense, whether direct or consequential, including but not limited to loss of use, income, profit or production or increased cost of operation, or spoilage of or damage to material arising in connection with the sale, installation, use of inability to use, or the repair or replacement of the product. If the product is deemed not to have been defective at the time of shipment and therefore not Iconopower's liability, the repairs will be completed with the customers' consent, in accordance with an agreed price.

8. BOXING AND CARTAGE

Cost of special boxing, export boxing, cartage to steamer or transfer expenses will be added to the invoice, unless such charges are shown to be included in the prices quoted.

9. DESIGNS, DIMENSIONS AND WEIGHTS

Because we are constantly improving our products, the designs, dimensions, and weights shown in our published information, while sufficiently accurate for most purposes are subject to variation. If extreme accuracy is required, additional information and certification will be provided upon request after receipt of order.

10. RETURNED GOODS

No goods will be accepted for return unless authorized by us, and after an RMA has been issued.

11. CHANGES

If a quotation provides for products to be custom made for special applications, the quoted price is applicable only where correct tolerance requirements are provided by the customer by print or sample part. We have the right to terminate such orders without obligation to either party if, in our opinion, it is not possible to meet the required specifications, if changes in fabrication or design are required by reason of incorrect tolerances furnished or deviation from prints or samples submitted the cost of such changes shall be at the customer's expense and shall be added to the quoted price.

12. CANCELLATION

Suspension or cancellation of order may be made only upon our written approval and on terms that will indemnify us against all loss.

13. ORDER ACCEPTANCE

Orders shall not be deemed accepted until approved in writing at our plant. Seller reserves the right to refuse any order.

14. GENERAL

These terms and conditions are subject to change without notice. Unless otherwise stated, a quotation is valid only for a period of 30 days.