

## STANDARD TERMS AND CONDITIONS OF SALE

**GENERAL:** In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions in Purchaser's order or in any other form issued by Purchaser, whether or not any such form has been acknowledged or accepted by Omnitech, Omnitech's terms and conditions herein shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon Omnitech unless made in writing and signed by a duly authorized representative of Omnitech.

**QUOTATIONS:** Unless otherwise stated, Omnitech's quotations shall be null and void unless accepted by Purchaser within thirty days from the date of quotation.

**PRICE:** All prices are based on shipments made F.O.B. Omnitech. Prices are subject to change without notice and billing will be based on prices in effect at the time of shipment. Price quotations shall remain in effect for the period of time specified in the quotation, but if no such time period is specified, billing shall be based on prices in effect at the time of the shipment. Unless specifically included in the price quotation, such quotations will not include supplying pre-production or evaluation samples or supplying test data of any kind.

**PAYMENT:** Unless otherwise stated, invoices on "Open Account" shipments are payable within thirty (30) days of invoice date. Unless specifically provided, no cash discount shall be available to Purchaser. Should payment not be made to Omnitech when due, Omnitech reserves the right, until the price has been fully paid, to charge Purchaser with interest on such overdue payments at the rate of 1.5% per month late charge (will be assessed after 30 days).

**DELIVERY:** Omnitech shall use its best efforts to make deliveries in the quantities and at the time specified in the Omnitech quotation. However, delivery schedules are approximate and are based on prevailing market conditions applicable at the time of Omnitech's quotation and Omnitech's acceptance of Purchaser's order. Delivery shall also depend on the prompt receipt by Omnitech of the necessary information to allow maintenance of the manufacturer's engineering and manufacturing schedules. Omnitech may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or pre-payment which is unearned by reason of cancellation.

**CHANGES:** Purchaser may request changes in this order, including but not limited to, changes in drawings, designs, specifications, method of inspection, method of packaging, order period, rate of shipment, method of shipment and/or place of delivery, or other provisions contained herein by written instruction to Omnitech in a change order notice or letter from Purchaser. Omnitech shall determine whether such changes cause an increase or decrease in cost or time performance of this change order and a mutually satisfactory adjustment shall be negotiated. Purchaser shall not countermand, cancel or change this order or cause the work or shipment to be delayed or stopped except with the consent of and upon terms agreed by Omnitech. If Purchaser cancels this order, Omnitech shall have the right to discontinue work on this order and receive full reimbursement for all costs incurred plus reasonable profit.

**INSPECTION OF GOODS:** Purchaser to inspect goods in a reasonable manner, within (7) seven days after receipt (the inspection period). Purchaser will be deemed to have accepted the Goods and waived all rights to reject the Goods unless notifies Omnitech in writing of any nonconforming goods during inspection period and furnish such written evidence or other documentation as required by Omnitech.

**RISK OF LOSS:** Unless otherwise specifically agreed to in writing by Omnitech, all sales made hereunder shall be F.O.B. Omnitech's Dartmouth, Nova Scotia location. Title to products priced F.O.B. Omnitech shall pass to Purchaser upon delivery at such shipping point. Purchaser assumes risk of loss, damage or shortage in transit and shall be responsible for pursuing all claims with the carrier or carrier's insurer. Purchaser shall provide Omnitech with written notice of any shortages, loss, or damage within 48 hours of receipt of goods. In absence of directions, goods will be shipped by the method and via carrier Omnitech believes dependable. Omnitech shall retain absolute right to recover products that have not been paid for without such recovery being deemed a trespass.

**RETURNED GOODS:** No goods may be returned to Omnitech without Omnitech's prior written permission/authorization, shipping instructions and other conditions related to the return. Acceptance of a product at Omnitech's warehouse will require a Return Goods Authorization (RGA). The RGA number must be marked on the shipping label or outside of the box. Omnitech reserves the right to decline all returns or to accept them subject to a handling/restocking charge. Even after Omnitech has authorized the return of goods for credit, Omnitech reserves the right to adjust the amount of any credit given to the Purchaser on return of the goods based on the condition of the goods on arrival in Omnitech's warehouse. Credit for returned goods will be issued to the Purchaser only where such goods are returned by Purchaser and not by any subsequent owner of the goods. Goods will be considered for return only if they are in their original condition and packaging. Product returned for refurbishing will be evaluated upon receipt. A refurbish quotation will be provided for acceptance prior to refurbishing.

**WARRANTY:** Goods sold hereunder are covered by a warranty against defects in material and workmanship provided the goods and services are subjected to normal use and service. The applicable warranty period is twelve months from the date of shipment from Omnitech's warehouse or any other warranty period otherwise stipulated in writing by Omnitech under this sale. For components not manufactured by Omnitech, the original manufacturer's warranty shall apply to the extent assignable to Omnitech. The obligation under this warranty is limited to the repair or replacement, at Omnitech's option, of defective parts and returned goods authorization is received by the Purchaser from Omnitech. The Purchaser shall assume all responsibility and expense for dismantling, removal and re-installation and freight in connection with foregoing. Omnitech does not assume liability for installation, labor, or consequential damages. All other warranties, legal, expressed or implied, including but not limited to any expressed or implied warranty of merchantability, of fitness for the intended use thereof or against infringement are hereby expressly excluded. The applicable warranty ceases to be effective if the goods are altered or repaired other than by persons authorized or approved by Omnitech to perform such work. Repairs or replacement deliveries do not interrupt or prolong the term of warranty. The warranty ceases to be effective if Purchaser fails to operate and use the goods sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturer.

**LIABILITY:** Omnitech shall not be liable in contract, in tort (including but not limited to negligence or strict liability) or otherwise for damage to or loss of other property or equipment, loss of time, loss of profits or revenue, loss of use of equipment, cost of capital, cost of temporary equipment (including additional expenses incurred in using existing facilities), claims of Customers of Purchaser, or for any special, indirect, incidental or consequential damage whatsoever.

**INSTALLATION:** Purchaser is wholly responsible for determining the suitability of products supplied by Omnitech. Unless otherwise expressly stipulated, the goods shall be installed by and at the risk and expense of the Purchaser. In the event that Omnitech is requested to supervise such installation, Omnitech's responsibility shall be limited to exercising that degree of skill customary in the trade in supervising installation of the same type. Purchaser shall remain responsible for all other aspects of the work including compliance with local regulations.

**TAXES:** Prices do not include Goods & Services Tax, Provincial or Municipal sales, Federal, State, Foreign use, value-added or similar tax. Accordingly, in addition to the price specified herein, the amount of any present or future sales, use, value-added or similar tax applicable to the sale of the goods hereunder to or the use of such goods by Purchaser shall be paid by Purchaser to the entire exoneration of Omnitech.

**FORCE MAJEURE:** Omnitech shall not be responsible or liable for any loss or damage incurred by Purchaser herein resulting from causes beyond the reasonable control of Omnitech including, but without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, labor shortage, breakdown, sabotage, lock-outs, strikes or labor disputes, faulty castings or the failure of Omnitech's suppliers to meet their delivery promises. Omnitech shall have the right to cancel a contract of sale or to extend the delivery date in the event that one or more of such contingencies prevent or delay delivery. The acceptance of delivery of the equipment by Purchaser shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.