



REDRING SALES INC. TERMS & CONDITIONS

1. ORDERS

Any order received and accepted by RedRing Sales Inc. (Seller) shall be construed as an acceptance of Seller's offer to sell its products to the purchaser (Buyer) in accordance with the terms and conditions of sale set forth herein. This document contains all the terms and conditions of the agreement between Seller and Buyer. Any delays by Seller in delivering Products that are due to manufacturer's lead times or to any cause beyond Seller's reasonable control shall not give rise to liability on the part of Seller.

2. PRICE

Prices for all products will be as stated in the standard price list in effect at the time Seller accepts the purchase order or as specified in an authorized Seller written quotation in effect at the time of the acceptance by Seller of a conforming order. Prices published by Seller or quoted by Seller are subject to change without notice. Written quotations expire automatically 30 days from the date issued and are subject to change or termination by notice during that period.

3. TAXES AND OTHER CHARGES

Prices do not include any sales, use, excise or other taxes. Unless otherwise agreed to by Seller in writing, all such taxes and charges shall be paid by Buyer. Buyer is responsible for obtaining and providing to Seller any certificate of exemption or similar document required to exempt a sale from sales, use, or other tax. Unless otherwise agreed to by Seller in writing, all prices are FOB shipping point and prices do not include freight/handling charges and insurance charges.

4. DELIVERY, TITLE AND RISK OF LOSS

Unless otherwise specified, Seller's obligation is to deliver the products to a carrier at the shipping point. Seller reserves the right to produce and ship all or any part of the products specified in any order, including partial shipments, from any of its plants or facilities or those of its suppliers. Seller reserves the right to determine the method of transportation, but Seller will use all reasonable efforts to comply with Buyer's requests as to method of transportation. Unless otherwise agreed to by Seller in writing, Buyer shall be responsible for making all claims with carriers, insurers, warehousemen, and others for mis-delivery, non-delivery, loss, damage or delay.

5. PAYMENT

If Buyer establishes and maintains open account credit with Seller, payment shall be due within 30 days after the date of shipment. If credit is not established or maintained, terms shall be net cash on or prior to the date of shipment. Seller reserves the right, at its sole discretion at any time to revoke any credit previously extended. Amounts owed by Buyer with respect to which there is no dispute shall be paid without set off for any amounts which Buyer may claim are owed by Seller and regardless of any other controversies which may exist. Buyer indemnifies Seller against all costs of collection, including reasonable attorneys' fees. All late payments shall be charged interest computed on a daily basis from the due date until paid in full. A late charge of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, will be imposed on all past due accounts. Buyer shall be liable for costs of collection, including reasonable attorneys' fees and court costs, in any action to collect past due amounts.

6. CANCELLATIONS AND CHANGES

Accepted orders may not be cancelled, revised, or rescheduled without Seller's prior written consent and upon terms that will fully indemnify Seller against loss. Orders for standard product are subject to a 25% restocking fee if the order is cancelled less than 15 days prior to scheduled shipment. Orders confirmed as NCNR cannot be cancelled or returned.

7. NON-WARRANTY RETURNS

Except for products being returned under a warranty claim, in no event may products be returned to Seller unless (i) such products are in new, unused, merchantable condition and free from defects or damage, (ii) such products have been purchased from Seller within 90 days of their return, (iii) the Buyer has obtained a prior written return authorization from Seller, and (iv) such products are returned to Seller, transportation and insurance charges prepaid.

8. LIMITED WARRANTY & LIMITATION OF LIABILITY

(a) Seller will transfer to Buyer any transferable warranties or indemnities that the manufacturer of the Product or the third-party vendor/service provider provides to Seller. SELLER SHALL HAVE NO LIABILITY TOWARDS BUYER BEYOND THE EXPRESS TERMS OF SUCH MANUFACTURER PRODUCT WARRANTIES. SELLER ASSUMES NO LIABILITY FOR THE QUALITY OF THE WORK PERFORMED OR SERVICES RENDERED BY THIRD PARTY VENDORS/SERVICE PROVIDERS. IT IS BUYER'S OBLIGATION TO REQUEST COPIES OF ANY APPLICABLE MANUFACTURER WARRANTIES AND BUYER SHALL BE DEEMED TO HAVE ACCEPTED SUCH WARRANTIES UPON ACCEPTANCE OF THE PRODUCTS AND/OR SERVICES. (b) Seller's exclusive obligations with respect to a non-conforming Product or Service shall be, at Seller's option, to repair or replace the Product, if it is determined to be defective, or to re-perform the Service, or to refund to Buyer the purchase price paid for the Product or Service. Notwithstanding anything herein to the contrary, the liability of Seller under this Section 6(b) for all claims shall not exceed the sum of Buyer's payments for the Products or Services which are the subject of the dispute and the foregoing is Buyer's sole and exclusive remedy for all claims under this Section.

9. LIMITATION PERIOD

Subject to any of the limitations expressed in the applicable manufacturer's warranty, no action by Buyer may be brought at any time for any reason against Seller or the manufacturer.

10. FORCE MAJEURE

Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's control, including, without limitation, acts of nature, unavailability of supplies or sources of energy, riots, wars, fires, floods, epidemics, lockouts, strikes and slowdowns, delays in delivery by suppliers, or acts or omissions of the Buyer. The Buyer shall be liable for storage charges, including but not limited to all third-party costs and expenses incurred by Seller, in holding or storing products for the Buyer or at the Buyer's request.

11. INSTALLATION

Unless otherwise specified, Seller assumes no obligation to install any products sold or to place any products in working order at Buyer's premises.

12. VALIDITY OF SEPARATE CLAUSES

If any provisions of this agreement shall be held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby.

13. DISPUTE RESOLUTION

Canada, the validity, interpretation and performance of this Agreement for all Products delivered in Canada, and all Services performed in Canada, shall be governed by, and construed in accordance with the laws of Quebec, without giving effect to conflict of laws principles. Both parties agree that any action, demand, claim or counterclaim relating to the terms and provisions of this Agreement, or to any claimed breach, shall be commenced in a court of competent jurisdiction in the judicial district of Montreal, Quebec, and both parties expressly acknowledge that personal jurisdiction and venue shall lie exclusively and is properly in Montreal, Quebec.

14. ENTIRE AGREEMENT

This Agreement (together with any agreements, policies or terms incorporated by reference) shall constitute the complete, final and exclusive statement of the terms of the Agreement between the parties with respect to the subject matter of this Agreement and the transactions between the parties and shall not be modified or rescinded, except by a writing signed by Seller and Buyer.