

ABSOPULSE ELECTRONICS LTD
GENERAL TERMS AND CONDITIONS

Orders. ABSOPULSE products are custom made on a per-order basis. Orders shall be accepted or declined at the time they are placed. Orders may not be cancelled or rescheduled without ABSOPULSE's written consent. Neither the commencement of work nor the delivery of product by ABSOPULSE shall be deemed as acceptance of Buyer's conflicting terms and conditions, if any.

Prices. Unless otherwise agreed by ABSOPULSE in writing, all prices quoted are exclusive of transportation costs, insurance costs, duties, and all taxes, payment of which will be the sole responsibility of Buyer.

Shipment and title. All shipments will be EXW, ABSOPULSE's facility. Buyer may specify carrier on a collect basis provided that pickups can be readily scheduled. Otherwise, ABSOPULSE will select an appropriate carrier. ABSOPULSE's responsibility for any loss or damage ends, and title passes, when products are received by carrier, Buyer, or Buyer's agent, whichever occurs first. In the event of loss or damage, a claim should be initiated by Buyer to the carrier. Damage to products due to shipping should be reported to ABSOPULSE within 48 hours after receipt of shipment. All freight claims should be reported directly to the carrier within five (5) days after receipt of shipment.

ABSOPULSE will make every possible effort to keep shipment dates on schedule, however due to the custom nature of our business and the fact that ABSOPULSE manufactures to Buyer's exact requirements, there may be unforeseeable delays beyond our control. ABSOPULSE shall not be liable for any loss or damage due to delayed shipments.

Payment. Upon approval of credit, standard terms of payment are net thirty (30) days from the date of invoice, unless otherwise agreed in writing by ABSOPULSE. Should Buyer fail to fulfill any obligation when due, ABSOPULSE reserves the right to modify terms extended to Buyer, including but not limited to requiring payment in advance, delaying or cancelling any shipment or order. For accounts located outside Canada, the terms of payment may be bank-to-bank wire transfer, credit card or irrevocable letter of credit, in advance.

Liability. Except for the warranty coverage referenced in LIMITED WARRANTY, ABSOPULSE is not liable to Buyer or any other third party for any claim, loss, or expense caused by the performance or use of any product. All product warranties shall not extend beyond the value of the product.

Claims. Notice of claim with respect to non-conformance of products received from ABSOPULSE must be made within ninety (90) days from the date of the receipt of products. Failure to do so within this time frame shall constitute waiver by Buyer of all claims in respect to such products. No charge or expense incident to any claim will be allowed unless approved by ABSOPULSE in writing. No claim shall be allowable if goods have been modified in any manner without ABSOPULSE's prior permission. Goods shall not be returned without ABSOPULSE's prior permission.

**ALL SPECIFICATIONS FOR STANDARD PRODUCTS ARE SUBJECT TO CHANGE WITHOUT NOTICE.
ABSOPULSE CANNOT BE HELD LIABLE FOR ERRORS OR OMISSIONS OR THE CONSEQUENCES THEREOF.**