

Abridged Terms of Sale

Return Policy: Returns are accepted if product is defective at the time of shipment. Deviations due to fabrication errors from approved shop drawings are accepted without charge. All material custom made is not returnable or subject to refunds.. Cancellations and exchanges are at the sole discretion of SITURA Inc., and subject to 30% restocking charge. Please contact customer service for details.

Insurance: Products are not been insured by SITURA INC., for the benefit of customers against any form of casualty.

Terms: Payment is due within balances as shown in invoice due date box. A finance charge of 2½% percent per month will be added on all invoiced amounts outstanding after 30 days from date of invoice. Customer, shipper and consignee will be responsible for payments of all costs, expenses and fees (including attorney's and collocation agency fees) incurred by SITURA INC., to collect amounts invoiced or owned. Customer, shipper and consignee agree to these terms by requesting SITURA INC., to sell all or any part of the products described in this document or by accepting products sold (including delivery of shipments) from SITURA INC. All transactions covered by this invoice are considered to be under the jurisdiction of the courts of the Province of Ontario and acceptance of product signifies agreement.

GENERAL TERMS AND CONDITONS OF SALE

The following Terms and Conditions of Sale (the "Terms") supersede any other terms indicated on any other documents including but not limited to, catalogs (printed or electronic), transactional documents (invoices, acknowledgements, packing lists) and any other promotional literature. Unless otherwise stated below, the Terms apply to all sales of products by SITURA INC. (the "Seller" or "SITURA"). Such sales are made subject to the following Terms. The item or items being sold are referred to below as "goods" or "products," and the customer purchasing the goods or products is referred to as "Buyer".

A. Sales Policy

1. Prices

Prices quoted are wholesale, do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Market sensitive commodity products will be priced according to current market conditions. Customer should contact SITURA for current pricing. Export orders may be subject to other special pricing. SITURA reserves the right to accept or reject any order.

2. Sales Tax

Customers are responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate. When placing an order, customer shall indicate which products are tax exempt.

3. Payment and Credit Terms

SITURA accepts checks, money orders, MasterCard, and Visa. For customers with established SITURA credit, payment terms are net thirty (30) days from the date of shipment. All credit extended by SITURA to customer, and the limits of such credit, is at SITURA's sole discretion, and may be reduced or revoked by

SITURA at any time, for any reason. SITURA reserves the right to charge a convenience fee for late payments. SITURA further reserves the right to charge customer a late payment fee at the rate of one and one-half percent (2½%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such amount as may be permitted under applicable law. Export orders are subject to special export payment terms and conditions. All payments must be made in U.S. dollars. SITURA shall have the right of set-off and deduction for any sums owed by customer to SITURA.

If customer fails to make payment within thirty (30) days of shipment, or fails to comply with SITURA's credit terms, or fails to supply adequate assurance of full performance to SITURA within a reasonable time after requested by SITURA (such time as specified in SITURA's request), SITURA may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order.

4. Security Interest

Customer hereby grants to SITURA a first priority purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to SITURA. Customer agrees to file, or permit SITURA to file, any financing statements or other appropriate documents with its governmental authorities to perfect the validity, priority, and enforceability of SITURA's lien or security interest.

B. Warranty Policy

1. LIMITED WARRANTY

SITURA WARRANTS PRODUCTS AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE FOR A PERIOD OF NINETY (90) DAYS AFTER THE DATE OF PURCHASE FROM SITURA, UNLESS OTHERWISE STATED. PROVIDED THAT SITURA ACCEPTS THE PRODUCT FOR RETURN DURING THE LIMITED WARRANTY PERIOD, SITURA MAY, AT ITS OPTION: (i) REPAIR; (ii) REPLACE; OR (iii) REFUND THE AMOUNT PAID BY CUSTOMER. SITURA'S REPAIR, REPLACEMENT, OR REFUND OF AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT, SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

2. WARRANTY DISCLAIMER

NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE LIMITED WARRANTY STATEMENT ABOVE, IS MADE OR AUTHORIZED BY SITURA. SITURA DISCLAIMS ANY

LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. SITURA EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PRODUCTS: (i) ARE MERCHANTABILITY; (ii) FIT FOR A PARTICULAR PURPOSE; OR (iii) DO NOT AND WILL NOT INFRINGE UPON OTHER'S INTELLECTUAL PROPERTY RIGHTS.

3. Warranty Product Return

If returns are necessitated due to errors of SITURA, the customer must obtain an R.A.N.. (Return Authorization Number) from SITURA and upon issuance of an R.A.N., the products may be returned at SITURA's cost for a refund or credit. In cases of customer error, only material in perfect condition will be considered for credit within 30 days from the original purchase date. In such cases, the customer must obtain prior approval from SITURA, have an R.A.N. issued, prepay freight, and pay a thirty percent (30%) restocking charge subject to a minimum of Fifty dollars (\$50.00). Custom order items are not returnable unless found to be defective. Please refer to SITURA Limited Warranty for terms and conditions relating to returns necessitated by defective products.

4. Product Compliance and Suitability

Jurisdictions have varying laws, codes and regulations governing construction, installation, and/or use of products for a particular purpose. SITURA does not guarantee compliance or suitability of the products it sells with any laws, codes or regulations, nor does SITURA accept responsibility for construction, installation and/or use of a product. It is customer's responsibility to review the product application and all applicable laws, codes and regulations for each relevant jurisdiction to be sure that the construction, installation, and/or use involving the products are compliant.

C. Product Information

1. Catalog/Website Information

SITURA reserves the right to correct publishing errors in its catalog or on its website. Product depictions in the catalog or website are for illustrative purposes only. Possession of, or access to, any SITURA catalog, literature or website does not constitute the right to purchase products.

2. Product Substitution

Products (and country of origin) may be substituted and may not be identical to catalog or website published descriptions and/or images.

D. General Terms

1. LIMITATION OF LIABILITY

SITURA EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES. SITURA'S LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

2. SITURA's Performance of Services

In conjunction with customer's purchase of product, SITURA may perform certain services for customer on customer premises such as delivering, ordering, performing inventory management, or putting-away product, adjusting, measuring and investigating (collectively, the "Services"). Customer will hold harmless and indemnify SITURA, its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by SITURA related to the performance of Services for customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, in whole or in part, any act or omission of customer, its employees, agents, subcontractors or representatives.

3. Independent Contractors

SITURA and customer are independent contractors and not principal and agent. Nothing contained in these terms and conditions shall be construed to create a partnership, dealership, reseller, agency, employment or joint venture relationship. Customer will not have the right to bind or otherwise obligate SITURA in any manner, nor will customer represent to anyone that it has the right to do so.

4. Sourced Product

SITURA may procure product not available through the SITURA catalog or available on the website for a customer from other sources ("Sourced Product(s)"). Sourced Product is priced according to current market conditions on a per order basis and any charges for Freight Services are paid by customer. A returned goods authorization must be issued by SITURA prior to returning any Sourced Product. A restocking fee may apply for any returned Sourced Product. SITURA'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO SOURCED PRODUCTS. THE PRODUCT

WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER WILL BE CUSTOMER'S SOLE REMEDY.

5. Custom Product

Customer may order custom products ("Custom Product(s)") created to customer's specifications. SITURA is not responsible for verifying or confirming the accuracy of specifications provided by customer to SITURA for Custom Products. SITURA'S LIMITED WARRANTY TERMS INCLUDED IN THESE TERMS AND CONDITIONS DO NOT APPLY TO CUSTOM PRODUCTS. THE PRODUCT WARRANTY PROVIDED BY THE MANUFACTURER AND/OR SUPPLIER WILL BE CUSTOMER'S SOLE REMEDY. All Custom Products are sold on a "FINAL SALE" basis only, and no cancellations, returns, refunds or credits are allowed.

6. Cancellation

All product order cancellations must be approved by SITURA, and may be subject to restocking fees and other charges.

7. Force Majeure

SITURA shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of SITURA in the conduct of its business.

8. Assignment

Customer shall not assign any order, or any interest therein, without the prior written consent of SITURA. Any actual or attempted assignment without SITURA's prior written consent shall entitle SITURA to cancel such order upon notice to customer.

9. No Third Party Benefit

The provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.

10. Waiver, Choice of Law and Venue

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by the other party. All transactions shall be governed by the laws of the Province of Ontario.

11. Severability

If any portion of these terms and conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from these terms and conditions, and the remaining terms and conditions shall be valid and fully enforceable as written.

12. Modification of Terms

SITURA's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth herein. Customer's assent to these terms and conditions shall be presumed from customer's acceptance of all or any part of the products ordered. No additions or modifications of SITURA's terms and conditions by customer shall be binding upon SITURA, unless agreed to in writing by an authorized representative of SITURA. If a purchase order or other correspondence submitted by customer contains terms or conditions contrary or in addition to the terms and conditions contained herein, SITURA's fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by customer, and will not constitute a waiver by SITURA of any of the terms and conditions contained herein.

13. Complete Agreement

The terms and conditions in: (i) SITURA's forms; (ii) quotations; (iii) invoices; (iv) website; (v) catalog; and (vi) extension of credit are incorporated herein by reference, and constitute the entire and exclusive agreement between customer and SITURA.

II. Additional Terms and Conditions Related to Export of SITURA Products

IN ADDITION TO THE STANDARD TERMS AND CONDITIONS IN SECTION I, EXPORT SALES OF SITURA PRODUCTS WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF SITURA PRODUCTS ("ADDITIONAL TERMS"). IN THE EVENT OF A CONFLICT BETWEEN SITURA'S STANDARD TERMS AND CONDITIONS AND THE ADDITIONAL TERMS, THE ADDITIONAL TERMS SHALL PREVAIL FOR EXPORT SALES OF SITURA PRODUCTS.

1. Order Acceptance

Customer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by SITURA. Customer further consents that submission of its order shall subject customer to the jurisdiction of the federal courts of Canada. and of the Province of Ontario.

2. Sales Tax and Duties, Import Fees

SITURA is required to charge federal, state, local tax, applicable duties, and import fees on products, or for providing a valid exemption certificate. Customer

assumes responsibility for, and unconditionally guarantees payment or reimbursement of, all applicable taxes, fees, licenses, import duties, and expenses as may be applicable. When placing an order, customer shall indicate which products are tax exempt.

3. Payment and Credit Terms

Payment terms are net thirty (30) days from the date of shipment.

4. Shipping Charges and Freight Policy

Unless otherwise stated, shipping terms are EXW (as defined by International Chamber of Commerce Terms, 2000), SITURA shipping warehouse. Customer shall be responsible for obtaining insurance. At SITURA's option, this freight policy may be subject to special terms and conditions for certain export orders. If any item is backordered that qualifies for freight prepayment, that item will be shipped prepaid as customer's exclusive remedy. Title and risk of loss for products shall pass when made available to customer on delivery to carrier in the U.S.; provided that if payment has not been made at the time of shipment, SITURA shall retain title (but not risk of loss) until payment has been made. If product is damaged in transit, customer's only recourse is to file a claim with the applicable airline, carrier, vessel and/or insurance company; provided, however, that if SITURA has not received payment in full at the time the product is damaged in transit, customer shall be liable to SITURA to make payment for the product, and SITURA shall also, if customer fails to make payment, have the exclusive right to file a claim with the applicable airline, carrier, vessel and/or insurance company.

5. Export Controls and Related Regulations

Customer represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Customer shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

6. U.S. Foreign Corrupt Practices Act

Customer acknowledges that it is an independent contractor and represents, warrants, and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or caused to be paid, directly or indirectly, money or anything of value to any foreign official (as defined in the U.S. Foreign Corrupt Practices Act, as amended), a foreign political party or party official, or any candidate for foreign

political office in connection with the purchase and resale of the products ordered from SITURA.

7. Dispute Resolution

Actions by SITURA for non-payment by customer of the purchase price of products sold by SITURA, or for redress of other breaches by customer of these terms and conditions may be brought by SITURA, at its option, before any Canadian, U.S. or foreign judicial court of competent jurisdiction. At SITURA's option, disputes between customer and SITURA, including all claims for non-performance by SITURA, shall be finally settled by arbitration in the Province of Ontario, Canada, under the auspices of The Canadian Commercial Arbitration Centre, by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time this contract is signed and to which the parties declare they have adhered. The language of the arbitration shall be English.

8. Country of Importation and Anti-diversion

Customer represents that it is purchasing products from SITURA and importing them to the country specified in the customer and SITURA documentation. Customer agrees that the products will be shipped to the specified destination in compliance with the laws of such destination and the U.S., and that the products will not be directly or indirectly sold, exported, transferred, assigned, used, or otherwise disposed of in a manner which may result in any non-compliance with applicable U.S. laws and regulations relating to the product purchased by customer. Any commodities, technology and software will be exported from the U.S. in accordance with the U.S. Export Administration Regulations and other applicable laws or regulations. Diversion contrary to U.S. law is prohibited. If requested by SITURA, customer shall provide documentation satisfactory to SITURA verifying delivery at the designated country. Customer further agrees to inform SITURA at the time of order of any North American Free Trade Agreement or other special documentation, packaging or product marking or labeling, but SITURA shall not be responsible for providing any such documentation, packaging, marking or labeling other than such documents that are necessary under U.S. export laws and regulations for export, unless SITURA expressly agrees to do so.

9. Permits, Export, and Import Licenses

Customer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws or regulations.

10. Governing Law; Limitations

The rights and obligations of the parties under these terms and conditions shall not be governed by the provisions of the 1980 United Nations Convention of

Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods. Rather, these terms and conditions shall be governed by the laws of the Province of Ontario, Canada, including its provisions of the Uniform Commercial Code, but excluding its conflict of law rules. Notwithstanding the foregoing, any legal action by customer with respect to any transaction must be commenced within one (1) year after the cause of action has arisen.