



SIGMA TERMS AND CONDITIONS OF SALE

APPLICATION: These terms and conditions, along with the referencing quotation, (all of which is the "Agreement") apply to the sale of units of SIGMA's commercial products together with all related documentation and other materials (the "Product"), as set forth in the applicable SIGMA documentation, ordered from Sigma Convector Enclosure Corporation ("SIGMA") by you the customer ("Customer"). Customer's purchase order is subject to written or electronic acceptance by SIGMA and shall not vary or extend these terms and conditions. Orders accepted by SIGMA are firm, not subject to project approvals, and may not be canceled. Products may not be returned without written consent from SIGMA, signed by an officer, and will be subject to handling and shipping charges.

PRICES: Prices quoted in the Agreement are valid for thirty (30) days. Prices do not include duties or any sales, use, excise, goods and services (GST) or like taxes. Such levies are the exclusive responsibility of the Customer. Prices include usual commercial packing for shipment from Canada. Unless otherwise stated, prices are expressed in US currency. Payment of the full price, if not required to be fully or partially paid in advance, is due 30 days from the date the shipment leaves SIGMA's plant. Late payments shall bear interest at 2% monthly on the outstanding balance. If the delivery date is more than thirty (30) days after the date of the Agreement, then the prices are subject to adjustment for increases in labour and materials costs. SIGMA is a supplier, and not a contractor as defined in the Construction Lien Act ("Act"), and SIGMA is NOT subject to the holdback rules contained in the Act.

TITLE/RISK OF LOSS: Delivery shall be made Ex Works Origin (FCA origin per INCOTERMS 2000 for international shipments) at SIGMA's plant., except as expressly confirmed in writing by SIGMA. Title to the Product remains in SIGMA until all accounts are paid in full. All schedule estimates are for planning purposes only, and SIGMA will advise Customer of the actual shipment date prior to initial delivery. Any failure to abide by this Agreement because of causes beyond one's control will be excused. Such causes include: acts of God or public enemy, or of Government; fire; flood; strike or labour disruption; freight embargo; and unusually severe weather. If any such delay arises, SIGMA will advise Customer of the resulting delay and its cause.

WARRANTY: The Product shall meet the specifications applicable to the Product upon delivery and shall be free from defects in materials and workmanship for 12 months from the date of delivery. The specifications are subject to change, without notice, as part of ongoing product improvement. This warranty does not apply to (1) normal wear and tear, fluids, and expendable items; (2) a Product which has been altered or on which the serial number has been defaced, modified or removed; (3) damage due to installation error, accident, abuse, neglect or failure to comply with Product specifications or instructions of SIGMA; (4) shipping damage; or (5) repair or attempted repair by any party other than SIGMA or an authorized SIGMA service company.

To obtain the warranty service in the aforementioned warranty periods, the Customer may advise SIGMA (telephone: 905-670-3200), then return the Product (freight prepaid) with a description of the

problem to Sigma Convecteur Enclosure Corporation, 6185 Kestrel Road, Mississauga, Ontario, Canada L5T 1Z2, Attention: Warranty Repair. SIGMA shall at its sole option: (1) repair with functionally equivalent reconditioned or new parts; or (2) replace the defective Product. Replaced/repared units are warranted for the remainder of the original time period. Replaced parts or Products become the property of SIGMA. **THIS WARRANTY IS NOT TRANSFERABLE.**

SPECIFIC EXCLUSION OF OTHER WARRANTIES: THE WARRANTY PROVIDED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE, AGREEMENT, TORT, PRODUCT LIABILITY OR OTHERWISE, REGARDING THE PRODUCT, INCLUDING WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, DESIGN, CONDITION OR QUALITY. This limited warranty gives you specific legal rights which may vary between jurisdictions.

NO CONSEQUENTIAL LOSS: IN NO EVENT WILL SIGMA BE LIABLE TO CUSTOMER FOR LOST PROFITS, LOST SAVINGS OR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE POSSESSION OR USE OF THE PRODUCT, ALONE OR IN COMBINATION WITH OTHER GOODS.

LIMITATION ON DAMAGES: IF, DESPITE THE FOREGOING, FOR ANY REASON SIGMA BECOMES LIABLE TO CUSTOMER, THE LIABILITY OF SIGMA WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO SIGMA FOR THOSE UNITS OF PRODUCT PURCHASED WHICH HAVE GIVEN RISE TO SUCH LIABILITY.

PERMITS: The Customer is exclusively responsible for obtaining any approvals, permits, licenses or other permissions necessary for the Customer to export, import, possess, install, use or operate the Product in a territory.

GENERAL PROVISIONS: This Agreement constitutes the entire Agreement between the parties as to the subject matter hereof, and supersedes and replaces all prior or contemporaneous agreements, written or oral, regarding such subject matter, and shall take precedence over any additional or conflicting terms which may be contained in Customer's purchase orders or acknowledgments by SIGMA thereof. No waiver, alteration, or amendment to the Agreement is effective unless made in writing signed by authorized officials of the parties. This Agreement may not be assigned without the prior written consent of SIGMA. This Agreement shall be governed by the laws of Ontario, Canada excluding its conflicts of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. The parties have agreed that this agreement be drawn up in English. *Les parties se sont entendues pour rédiger le présent contract en anglais.*