

STANDARD TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale shall apply to any sale of goods and services by PMP Precision Valve Co. Ltd., PMP Precision Valve Inc. (hereinafter called "PMP"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Purchaser, or if Purchaser does not within five (5) days from the date hereof deliver to PMP written objection to said terms and conditions or any part thereof.

1 – GENERAL

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

2 - QUOTATIONS

- Written quotations are valid for a period of thirty (30) days from date of issue.
- Standard Payment Terms: Net 30 days on Approved Credit.
- Outside North America: Telephone Wire Transfers in Advance with Order and Before Shipping
- PMP reserves the right to change the value of the quotation at any time in writing before an order is accepted.
- Verbal quotations are valid for 24 hours unless confirmed to the purchaser in writing.
- Item pricing, stenographic and clerical errors are subject to correction without notice. PMP reserves the right to alter dimensions without notice.

3 – TAXES

- Prices quoted do not include Goods & Service Tax, Provincial or Municipal sales, 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 PMP.

4 – LIQUIDATED DAMAGES

- Purchase orders containing penalty charges for failing to meet delivery must be agreed to and accepted in writing by a PMP signing officer.
- Quoted delivery dates are determined by conditions on that date. The delivery date(s) are subject to change due to uncontrollable causes.
- Under no circumstances will PMP be liable for any damages due to late delivery.

5 – FORCE MAJEURE

- PMP shall not be responsible or liable for any loss or damage incurred by Purchaser herein resulting from causes beyond the reasonable control of PMP including, but without limitation, acts of

God, war, invasion, insurrection, riot, the order of civil or military authority, fire, flood, weather, acts of materials, breakdown, sabotage, lock-outs, strikes, or labour disputes, faulty castings or forgings, or the failure of PMP suppliers to meet their delivery promises. 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.

6 – CUSTOM MANUFACTURED PRODUCTS

- Customs manufactured orders cannot be cancelled after the order has been approved and released for manufacturing by the purchaser.
- The Purchaser will be held liable for the full purchase amount if the order is cancelled.

7 – SHIPPING TERMS

- Standard Shipment Terms: FOB Shipping Point, unless stated in writing by PMP.
- Prepaid Shipping will be allowed on orders US\$5000.00 net or more, and the final destination is within the Continental United States.
- Material will be shipped the best way as determined by PMP unless stated otherwise by the Purchaser. The Purchaser is liable for all shipping charges incurred unless stated in writing by PMP.

8 – RETURNS AND CLAIMS

- Material to be returned must be accompanied by a Return Authorization

Number and reason issued in writing by PMP otherwise the shipment will be returned to the originator.

- All Returns must be sent to PMP freight Pre Paid.
- Material returned after a period of one year from ship date will receive zero dollar credit.
- A standard 25% re-stocking charge applies to all returns for credit, unless another amount is agreed on in writing by PMP.
- A zero credit will be applied to all custom fabricated products.
- Material returned due to defect will be examined by PMP before a credit amount is determined or the item will be repaired and returned to the Purchaser within 90 days of receipt by PMP.
- The Purchaser will be held liable for any refinishing and handling charges of goods returned to PMP.
- Claims must be submitted in writing to PMP within 10 days of receiving the goods. If material is destroyed during shipment a claim is issued to the carrier company and the damages must be noted on the freight bill before the Purchaser accepts the shipment.

9 – WARRANTY

- All material shall be free from Manufacturers defect in material and workmanship for a period of one year from date of shipment.

10 – INSTALLATION

- Unless otherwise expressly stipulated, the goods shall be installed by and at the risk and expense of Purchaser. In the event that PMP is requested to

supervise such installation, PMPs' responsibility shall be limited to exercising that degree of skill customary in the trade in supervising installations of the same type. Purchaser shall remain responsible for all other aspects of the work including compliance with the local regulations.

11 – LIABILITY

- PMP shall not be liable for and shall be held harmless by Purchaser from any damage, losses or claims of whatever kind, contractual or delictual, consequential or incidental, direct or indirect, arising out of, in connection with or resulting from the sale governed hereby of the goods,

including, but without limitation, the manufacture, repair, handling, installation, possession, use, operation or dismantling of the goods and any and all claims, actions, suits, and proceedings which may be instituted in respect to the foregoing.

12 – THE AGREEMENT

- An acceptance and official confirmation of Purchaser's order by PMP shall constitute the complete agreement, subject to the terms and conditions of sale herein set forth, and shall supersede all previous quotations, orders or agreements.
-