



1) MODIFICATION OF TERMS

Sellers acceptance of any order is expressly subject to Buyers assent to each and all of the terms and conditions set forth below and Buyers assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this document without prompt written objections thereto or from Buyers acceptance of all or any parts of the goods ordered. No addition to or modification of said terms and conditions shall be binding upon Seller unless specifically agreed to by Seller in writing. If Buyer's purchase order or other correspondence contains terms or conditions contrary to or in addition to the terms and conditions set forth below, acceptance of any order by Seller shall not be constructed as assent to such contrary or additional terms and conditions or constitutes a waiver by Seller of an of the terms and conditions.

2) PRICE

Unless otherwise specified: (a) all prices, quotations, shipments and deliveries by Seller are F.O.B Sellers plant; (b) all base prices together with related extras and deductions are subject to Sellers price at the time of shipment and (c) all transportation and other charges are for the account of Buyer, including all increase or decrease in such charges prior to shipment. Payment of said price shall be due at time of order unless other arrangement have been established and approved. Shipment: goods are delivered at Buyer's risk, through free port or destination. The Seller is in no way responsible for damages to the goods once they have left his factory or warehouse. The purchaser has, therefore, the duty to protect his own interests against forwarding agent, according to applicable laws.

3) WARRANTIES

Sellers warrant that its product will conform to and perform in accordance with the products specifications. Seller warrants that the products do not infringe on any copyright, patent or trademark. The foregoing warranties are in lieu of all other warranties, express or implied, including, but not limited to those concerning merchantability and fitness for a particular purpose.

4) LIMITATION OF LIABILITY

Because of the difficulty of ascertaining and measuring damages hereunder, it is agreed that, except for claims of bodily injury, Seller's liability to the Buyer or any third party for all losses or damages, whether direct or otherwise arising out of the purchase of product from Seller by Buyer shall not exceed the total amount billed and billable to the Buyer or the product hereunder. In no event will seller be liable for any loss of profits or other special or consequential damages, even if Seller has been advised of the possibility of such damages.

5) QUALITY ASSURANCE

Seller shall have no obligation to ensure that any goods purchased from Seller meet any special Buyer's quality assurance specifications and/or other special Buyer requirements and specifically set forth in Buyer's purchase order and expressly accepted by Seller in connection therewith, re-applied to an end use without the appropriate specifications and/or other requirements therefore having been set forth in Buyer's purchase order and expressly accepted by Seller. Buyer shall indemnify and hold Seller harmless against any and all damages or claims for damages made by any person for any injury, fatal or non fatal to any person or for any damage to the property of any person incident to or arising out of such application.

6) CLAIMS

Claims or disputes shall not be accepted, unless put down in writing, by registered letter, within seven days from date of delivery of the goods. Our products are under 12-month guarantee from date of deliver. The guarantee does not include assessors and equipment manufactured by other and consist of the supply and replacement, free of charge, or faulty parts, once established that is due to a manufactured fault but not to normal wear, accidents, damage when goods are in transit or carelessness, inexperience, and incontinency in using such goods. Said replacement shall take place only once we have directly verified existence and basis of faults. The expenses concerning any supervision of our personnel in order to verify for said matters shall be refunded by the Buyer. The Buyer shall not be entitled to any guaranty, should he use the goods for applications other than the specified ones, or should he modify their construction or operation, should he/she allow personnel other than the authorized ones to repair such products.

7) DEFAULT IN PAYMENT

If Buyer fails to make payments on any contract between Buyer and Seller in accordance with Seller's terms, Seller in addition to any other remedies available to it, may at his option (i) defer further shipments until such payments are re-established or (ii) cancel the unshipped balance of any order.

8) TECHNICAL ASSISTANCE

Unless otherwise expressly stated by Seller: (a) any technical advice provided by Seller with respect to the use of goods furnished to Buyer shall be without charge; (b) Seller assumes no obligation or liability for any such advise, or for any damage occurring as a result of the applicator of such advise; and (c) buyer shall have sole responsibility for selection and specification of the goods appropriate for the end use of such goods.

9) CANCELLATION OF SPECIAL ORDERS

Special orders or goods specially manufactured for Buyer cannot be cancelled or modified by Buyer, and released cannot be held up to Buyer, after such goods are in process expected with the express written consent of Seller and subject to conditions then to be agreed upon which shall include without limitation, protection of Seller against all loss.

10) PATENTS

The Seller shall not be liable for any costs or damages incurring by the Buyer as a result of any suit proceeding brought against Buyer so far as based on claims (a) that use product, or any part thereof, furnished hereunder, in combinations with product not supplied by the Seller or (b) that a manufacturing or other process utilized any product, or any part thereof furnished hereunder, constituted either direct or contribute infringement of any patent of the United States. The Buyer shall hold the Seller harmless against any expense or loss resulting from infringement or patents or trademarks arising from compliancy with Buyers design or subsections or instructions.

11) COMPLETE AGREEMENT

The terms and conditions set forth here in together with any other documents incorporated here in by reference constitute the sole and entire granting between Buyer and Seller with respect to any order super seeding completely any oral or written communication. No additions to or variations from such terms and conditions whether contained in Buyers purchase order, and shipping release or otherwise expressly agreed to in writing by Seller.

12) GOVERNINGLAW

All order are accepted by Seller at its mailing address in Grimsby, Ontario and shall be governed by and interpreted in accordance with the laws of the province of Ontario, Canada.

SYSTEMS ENVIRONMENTAL PRODUCTS reserves the right to change designs, specifications and equipment at any time without notice and without incurring any obligations.