



# TERMS AND CONDITIONS

## 1. Acceptance and Precedence of Terms and Conditions

The following Terms and Conditions of sale (Agreement) are applicable to all Sytek's quotations and Customers' orders. This Agreement, as stated herein, is accepted by the Customer and shall govern in event of conflict of Customer's purchase order. This Agreement is not subject to change unless made in writing and accepted by Sytek over the signature of an officer of Sytek.

## 2. Prices and Quantities

- Prices quoted are valid for 60 days and are in Canadian funds unless otherwise noted on the quote.
- Prices are dependent on Sytek making one single shipment to the Customer, unless otherwise noted on the quote.
- Due to setups required in the manufacturing of Sytek's product, Sytek reserves the right to ship + or -10% of the quantity ordered, depending upon the extras produced, or problems incurred during the run, unless agreed otherwise.

## 3. Payment Terms

- Standard terms for all new customers are 50% due upon the order being placed and 50% due before delivery unless approved otherwise.
- Once credit has been approved by Sytek, payment terms are net thirty (30) days from the date of Sytek's invoice, with no discount allowed for early payment, unless otherwise approved. Terms can be changed by Sytek at any time depending upon payment history and credit limit.
- A service charge of 1.5% per month is assessable on past due invoice as of the end of each calendar month. The Customer agrees to make prompt and full payment of the invoices when due, and agrees that if the Customer is delinquent in the payment of any amount due – and Sytek pursues legal collection – the Customer shall pay all of Sytek's costs and expenses of collection (including reasonable attorney's fees) together with Sytek's service charge upon the delinquent payment from date of delinquency.

## 4. Suitability of Use

It is understood that the Customer has the responsibility to determine suitability of use of the products ordered hereunder. The Customer should thoroughly test any proposed use of Sytek's products and independently conclude satisfactory performance in the Customer's application.

## 5. Limited Warranty

- Sytek warrants its products free from defects in construction and manufacture only and does not make any representations or warranties, express or implied, legal, statutory, customary or otherwise as to the quality, legality, merchantability, suitability or fitness for a specific purpose. The Customer is responsible for determining whether the Sytek product is fit for a particular purpose and use (the "Limited Warranty"). The Limited Warranty is for a two (2) year period from date of shipping.
- If Sytek's products is proved to be defective and covered within the Limited Warranty, Sytek shall at its option elect to either: refund the purchase price, or repair or replace the defective product. The Customer understands and agrees that such remedy (of either refunding the purchase price, or repairing or replacing the defective product) shall be, in all circumstances, the exclusive remedy to the Customer.

- The Limited Warranty does not extend to loss or damage resulting from the use of such defective, or allegedly defective, products. Furthermore, Sytek shall not, in any circumstances, be liable for loss or damages, whether direct, indirect, special, incidental, or consequential, regardless of the legal theory asserted, including, but not limited to, contract, negligence, warranty, or strict liability.
- The Limited Warranty does not cover damage to the product caused by accident, abuse, acts of third person, power fluctuations, environmental conditions, any force of nature, or other cause beyond Sytek's control, or by alteration to the products at the Customer's direction.
- Notwithstanding any other provision, Sytek's entire liability in contract, tort or other legal theory (in law or in equity) arising out of this Agreement shall not, in any circumstances, exceed the total monies paid by the Customer under this Agreement.

## 6. Customer Indemnity

The Customer shall indemnify Sytek from any loss, claim or damage to person or properties arising out of this Agreement or the Customer's possession or use of the products, which indemnity shall survive the termination of this Agreement, provided that such loss of claim or damage was not caused solely by the fault of Sytek.

## 7. Non-Returnable and Non-Cancellable

- All orders are accepted with mutual understanding that, except as provided below, they are not subject to cancellation by Sytek or the Customer without the written consent of the other party. Sytek may agree to a cancellation request by the Customer in which case Sytek shall charge a cancellation fee at least equal to all costs incurred up to time of cancellation.
- All items purchased by the Customer are non-returnable, except for defective items requiring inspection and disposition by our Quality Department.

## 8. Freight

- Delivery of products shall be made FOB Sytek's facility.
- All shipments are made at the risk of the Customer. Whether the freight is collect or is prepaid by Sytek and charged to the Customer, all cost and risk of loss or damage shall be borne by the Customer.
- If freight is prepaid by Sytek, in whole or in part, Sytek shall have the right to select means of transportation.

## 9. Confidentiality

Sytek shall not, without first obtaining the Customer's consent, advertise or otherwise disclose any information regarding the Customer's product as set out in Sytek's standard confidentiality agreement.

## 10. General

This Agreement shall be governed by and construed in accordance to the laws of British Columbia and all disputes and claims arising out of, or in any way connected with this Agreement shall be exclusively referred to the courts of British Columbia. Each of the provisions in this Agreement is distinct and severable and a determination of the illegality, invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

For more information contact a Sytek representative at:  
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Last Revision Date: January 23, 2012