



Sytek Enterprises Inc.

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TERMS AND CONDITIONS OF SALE

1. Acceptance and Precedence of Terms and Conditions:

The following Terms and Conditions of sale (Agreement) are applicable to all Sytek's quotations and Customer's 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. Price and Quantities:

- a) Prices quoted are valid for 60 days and are in Canadian Funds unless otherwise noted on the quote.
- b) Prices are dependent on Sytek making one single shipment to the Customer, unless otherwise noted on the quote.
- c) 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:

- a) Standard terms for all new customers are 50% due upon the order being placed and 50% due before delivery unless approved otherwise.
- b) Once credit has been approved by Sytek, payment terms are net thirty (30) days from 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.
- c) A service charge of 1.5% per month is assessable on past due invoices as of the end of each calendar month. The Customer agrees to make prompt and full payment of 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 will 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. Warranty:

- a) Sytek warrants its products free from defects in 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.
- b) If the Sytek product is proved to be defective, the exclusive remedy, at Sytek's option, shall be to refund the purchase price, repair or replace the defective product.
- c) Sytek shall not otherwise 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.
- d) Workmanship and guarantee of proper construction or manufacture is covered for a 2 year period from date of shipping.

6. Non-Returnable And Non-Cancellable:

- a) 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 will charge a cancellation fee at least equal to all costs incurred to time of cancellation.
- b) All items purchased by the Customer are non-returnable, except for defective items requiring inspection and disposition by our Quality department.

7. Freight:

- a) Delivery of products shall be made FOB Sytek's facility.
- b) 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.
- c) If freight is prepaid by Sytek, in whole or in part, Sytek shall have the right to select means of transportation.

8. 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.

For more information contact a Sytek representative at:

Tel: (604) 988 1125 or Toll Free: 1-800-567-9835

Fax: (604) 988-0299 E-Mail: info@sytek-ent.com.

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