



TERMS AND CONDITIONS OF SALES/SERVICE

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QUOTE NUMBER: | Exp: | Terms: | Quote Total (Incl. Taxes):

MEASUREMAX INC. ("MMX")

1. ACCEPTANCE

These Terms and Conditions form part of the Quote submitted by MMX to Purchaser to which these Terms and Conditions are attached as well as the Purchase Order submitted by Purchaser to MMX to which the Quote relates for the sale and any servicing (as the case may be) of equipment described in the Quote and Purchase Order (the "Equipment"). **Any contract made by and between MMX and Purchaser is expressly conditioned on Purchaser's assent to these Terms and Conditions and to MMX's review and approval of Purchaser's credit.** Upon notification by MMX to Purchaser by way of an order acknowledgement that MMX has accepted the Purchase Order, the Quote and Purchase Order to which these Terms and Conditions are attached as well as these Terms and Conditions shall become a contract between Purchaser and MMX (the "Contract"). For greater certainty, if the Purchase Order submitted by Purchaser to MMX has the Purchaser's terms and conditions attached to said Purchase Order, these Terms and Conditions supersede the Purchaser's terms and conditions.

2. TERMS OF PAYMENT AND TAXES

All prices shown on Quote are MMX's prices in effect on the date the Quote is made. Prices quoted remain in effect thirty (30) days only, and are thereafter subject to change without notice. In addition to the price specified in the Quote, Purchaser shall pay any present or future tax imposed by any governmental body on the sale, delivery, servicing, use or other handling of Equipment sold hereunder. Full payment shall be due Net thirty (30) days from date of invoice. Administrative charges may be applied to overdue accounts. Full payments received within ten (10) days from date of invoice shall be entitled to a two percent (2%) discount of invoiced amount (not including taxes).

3. DELIVERY AND SHIPPING TERMS

Delivery of the Equipment by MMX to the carrier at the point of origin shall constitute delivery of the Equipment and thereafter the shipment of the Equipment shall be at Purchaser's risk. All shipments are Prepaid and Charge or Freight Forwarder details/courier details to be specified by Purchaser on Purchase Order. If shipping not specified on Purchase Order, shipping will be a Prepaid and Charge to Purchaser by MMX.

4. RETURN POLICY

Subject to compliance with the other terms of MMX's return policy, Equipment may only be returned within Sixty (60) days of delivery to Purchaser of the Equipment. Prior to any return being accepted by MMX, Purchaser shall contact MMX for an RMA form. Once RMA form is completed by Purchaser and submitted to MMX, Purchaser will be given an RMA number. Purchaser shall not be entitled to return the Equipment until Purchaser is in receipt of RMA number and the Equipment shall only be returned to location specified by MMX when RMA number is forwarded to Purchaser. In an event of a return there may be a

5. WARRANTY

The warranty applicable to the Equipment sold by MMX to Purchaser shall be warranty offered by the manufacturer of such Equipment then in effect, copies of which have been supplied to Purchaser.

6. FORCE MAJEURE

MMX shall not be responsible for any loss or damage to Purchaser occasioned by delays in the performance of any of MMX's obligations under the Contract whether caused directly or indirectly by circumstances beyond MMX's or its supplier's reasonable control.

7. ASSIGNMENT/SUBCONTRACT

MMX may subcontract any portion of the work to be performed under the Contract, including provision of the Equipment and/or servicing thereof.

8. LIMITATION ON LIABILITY

Whether attributable to contact, warranty, negligence, strict liability or otherwise, MMX's responsibility for any claims, damages, losses or liabilities arising out of or related to the Equipment and/or servicing thereof, including but not limited to, any correction, repair and/or replacement of Equipment defects under the Warranty (if applicable), shall not exceed the price paid by Purchaser under the Contract. In no event and under no circumstances shall MMX be liable for any special, indirect, incidental, consequential, or punitive damages of any kind, including but not limited to, loss of use of productive facilities or equipment, lost profits, governmental fines or penalties, property damages, personal injuries or lost production, whether suffered by Purchaser or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, strict liability or otherwise.

9. ENTIRE AGREEMENT; MODIFICATION

The Contract supersedes all prior written or oral agreements and understandings between MMX and Purchaser with respect to the Equipment and its servicing. No representation or statement not contained herein shall be binding upon MMX as a warranty or otherwise. No addition to or waiver, modification, or cancellation of any provision hereof shall be binding upon MMX unless in writing and signed by a duly authorized representative of MMX. Without limiting the generality of the foregoing, no addition hereto or modification hereof shall be effected by MMX's receipt of Purchaser's Purchase Order(s), or other order documents or by manufacture or shipment of the Equipment.

10. PURCHASER-SUPPLIED DATA

Purchaser acknowledges that MMX has relied upon all specifications and data supplied by Purchaser in developing the Quote to which these Terms and Conditions are attached and the resulting Contract.

11. LAWS AND REGULATIONS

MMX shall comply with laws and regulations to the extent expressly set forth in the Quote. Revisions to such laws and regulations subsequent to the date of the Quote may result in adjustment to the price indicated on the Quote.

12. CONFIDENTIALITY

The Quote is intended only for Purchaser and may contain information that is privileged, proprietary and/or confidential to MMX. The information contained in the Quote may not be disclosed by Purchaser without the express written consent of MMX.

This Contract shall be governed and construed in accordance with the laws of the Province of Ontario, Canada.

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