

Terms and Conditions

Scope

All purchases by the Buyer ("Orders") shall be governed exclusively by these terms and conditions. No modification to these terms and conditions shall be binding upon Novotech Technologies Corporation ("Novotech") unless the modification appears on the attached Novotech Quote. It is recognized that the parties hereto may, for their respective convenience, desire to use standardized Purchase Order forms, Order forms, Confirmation forms or other documents which may contain terms in addition to or at variance with these terms. Therefore, it is expressly understood and agreed that such forms may be used but shall not add to or vary these terms whether or not these terms are referenced therein. Buyer may assent to Novotech's Terms and Conditions by referencing this Novotech Quote number on a Purchase Order, written acknowledgement, implication and/or by acceptance or payment of goods ordered, any of which shall constitute assent to these terms and conditions.

Products, Quantities and Pricing

Novotech agrees to sell to Buyer the quantities of products specified at the prices specified on this Novotech Quote. Prices are valid for 30 days from the date of the Novotech Quote. Prices include packaging in accordance with Novotech's standard practice. Prices do not include any taxes. Taxes will be added where Novotech is required by law to collect them and will be paid by Buyer unless Buyer provides a proper tax exemption certificate to Novotech.

Delivery Date

Delivery Date represents the best estimate of when Novotech will ship products to the Buyer (Estimated Ship Date). Prior to an Order Confirmation being issued by Novotech to the Buyer the Estimated Delivery date is subject to change without notice.

Order Cancellation

Buyer may cancel Orders for standard products in whole or in part upon written notice provided such notice is received at least thirty (30) days prior to the delivery date. Orders for non-standard products are non-cancelable and non-returnable.

Order Postponement

Buyer may postpone Orders for standard products upon written notice provided such notice is received at least two (2) weeks prior to the delivery date. Buyer may postpone Orders for non-standard products upon written notice provided such notice is received at least thirty (30) days prior to the delivery date. In no event shall a postponement exceed sixty (60) days from the original delivery date. Once postponed an Order is non-cancelable and cannot be further postponed.

Delivery

Delivery of the goods shall be F.O.B. point of shipment from Novotech's warehouse location. Claims against Novotech for shortages, defects, damaged goods or deficiencies must be made within 5 days after receipt of shipment. Novotech may make deliveries in installments with corresponding partial invoicing.

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Payment Terms

Payment for the full product purchase price and any related prepaid freight transportation charges and taxes as itemized in Novotech's Invoice shall be made in Net 30 days provided the Buyer's credit request has been approved by Novotech. No discounts are authorized. Each shipment shall be separately invoiced and paid for when due without regard to other shipments. The Buyer shall not apply pending product returns and other account credits until a Credit Note from Novotech is issued. Should Buyer fail to make any payment when due or defaults in any way, Novotech reserves the right to withdraw credit and suspend or cancel performance under any or all Orders from the Buyer.

Return Material Authorization (RMA) / Returns

Prior to return of any products to Novotech for any reason, Buyer shall first obtain a valid Novotech RMA Number by advising Novotech of: quantity, part number, original purchase order number, original shipment number, original invoice number, serial number and a detailed reason for product return. Novotech shall accept returns only after a RMA number is issued by Novotech authorizing return of product. Buyer shall promptly ship all such authorized returns to Novotech's designated address freight prepaid by Buyer. Such return shipments must be in original packaging and shall display appropriate reference to the issued Novotech RMA number on containers in which the returned product is shipped. Unauthorized returns or returns which fail to display appropriate reference will be subject to return shipment to Buyer, freight collect. Final approval by Novotech as to credit or replacement in the event of defective product returns may be held pending verification of pertinent facts, inspection and/or testing by original manufacturers. Return of non-defective standard product is subject to a minimum 25% re-stocking fee. Non-defective non-standard product cannot be returned. Novotech shall not be liable for reimbursement to Buyer of any non-refunded import duty applicable to return products.

Limitation of Liability

Novotech shall not be liable for any failure in performance, including without limitation any delay or non-delivery due to causes beyond Novotech's reasonable control.

Warranty

There are no warranties either expressed or implied by Novotech with respect to the goods. Buyer shall be limited to the warranties of the respective manufacturers thereof.

Customer Part Numbers and Specifications

Customer part numbers are shown for reference only. Customer specifications and/or provisioning will be followed only if Novotech has explicitly agreed to same on a Novotech Quotation.

Assignment, Jurisdiction, Entire Agreement

Buyer shall not assign this Agreement, in whole or in part, or any rights hereunder without prior written consent of Novotech. This Agreement shall be construed in accordance with and governed by the laws of the State or Province of the Novotech warehouse referenced on the Quotation. These terms constitute the entire agreement of the parties regarding the products listed on the Quotation hereof, and supersede and replace all prior or contemporaneous agreements, representations, written or verbal, between the parties.