



TERMS AND CONDITIONS OF SALE

By agreeing to the terms of the Proposal/Purchase Order, you (the Buyer) and CCE Medical Equipment (the Seller) agree to the terms and conditions set forth below. Such terms shall be conclusively evidenced by Buyer's agreement to accept delivery of shipment under such Proposal or Purchase Order, whether such agreement is in writing or otherwise.

1. No modification of these terms and conditions shall be of any force or effect unless signed by an authorized officer of Seller. No specification, drawing, print or photograph prepared by Buyer relative to Buyer's purchase order shall be binding on Seller for any purpose unless signed by an officer of Seller.
2. The Buyer may elect to terminate this Agreement within 30 days of agreeing to these terms. Notice of such termination shall be made to the Seller in writing, and must be received by the Seller within 30 days from the date of acceptance. Where the Buyer terminates the Agreement in accordance with this section, the Buyer shall pay to the Seller a restocking fee of 25% of the price set out in the Proposal/Purchase Order, where the Seller has already delivered the products ordered. Any amounts paid by the Buyer to the Seller will be refunded, less the restocking fee and any applicable damage fees, within 14 days of the return of the products to the Seller.
3. Acceptance of any purchase order is subject to final credit approval by Seller. Seller may, at its sole discretion, terminate this agreement upon written notice to the Buyer within 14 days of the Buyer's acceptance of the Proposal/Purchase Order. In such event, the Seller shall return any amounts paid by the Buyer to the Seller without penalty. Buyer agrees that Seller shall not be liable for any damages or losses as a result of the Seller's termination of this agreement under this section.
4. Buyer assumes all risks of delays in delivery due to action by governmental authority, subcontractors, strikes, accidents, acts or omissions of carriers, fires, floods, severe weather conditions, acts of God or other causes beyond Seller's reasonable control. Seller will make every effort to adhere to the delivery schedule specified in Buyer's purchase order but no obligation to do so is assumed.
5. Any sales, or similar taxes imposed by the laws of Canada, or of any province, municipality or other authority, which Seller may be required to pay, or to reimburse to others, by reason of the manufacture, ownership, use or sale of any products delivered hereunder shall be the responsibility of Buyer and Seller may invoice Buyer therefore as Seller may determine.
6. Seller certifies that all products shipped or to be shipped hereunder will have been produced in conformity with the provisions of national, provincial and local laws and regulations as they were as of the date of delivery.
7. Seller warrants to Buyer that the products shipped or to be shipped as per Buyer's purchase order are of uniform quality and conform to Manufacturers published specifications as they were at the date of delivery, and further warrants that the products are free from defects in material and workmanship and will operate within published specifications, under normal use, for the warranty period stated on the Proposal or Purchase Order. Manufacturers published specifications are subject to change without notice to the Buyer.
8. Seller's liability for breach of warranty shall arise only upon return, at Buyer's expense and in accordance with the Seller's shipping specifications, of the products claimed to be defective, after notice to Seller of the claimed breach and detailed description of such breach, and after Seller's determination that the products are defective under the terms of the warranty described above. Seller's liability shall be limited to the repair or replacement of a like quantity of the same products free from such defects or, at Seller's option, to the refunding of the purchase price.
9. Buyer assumes, except as above provided, all risks associated with the use and handling of the products and injuries to persons or damage to property which may result.
10. Claims for shortages must be made within 5 working days after receipt of shipment. Any claim for non-receipt of all or part of Buyer's order shall be limited to the purchase price of the products not delivered. Claims for non-receipt of shipment must be made within 14 days after receipt of invoice.
11. Payment terms are as stated on the Proposal or Purchase Order. Interest at the rate of 2% per month will be charged on past due accounts.
12. All equipment remains property of Seller until full payment has been received from Buyer, after which clear title will be transferred to Buyer. Seller has the right to repossess any or all equipment delivered if not paid for in full as stated on payment terms.