

## **Terms and Conditions**

**CONDITIONS OF SALES:** For immediate acceptance, subject to prior sale or other disposition, and change without notice. Proposals and acceptances of orders are made with the mutual understanding that orders are not subject to cancellation. Shipping date is approximate only, and contingent upon delays or non-performance occasioned by strikes, accidents, fires, or other causes beyond our control. Buyer acknowledges that the used equipment described on this document and any subsequent Invoice/Bill of Sale is sold “AS IS” and “WHERE IS”. **SELLER HAS FINAL RIGHT OF REFUSAL FOR ANY REASON.**

**TERMS: SELLER MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE EXCEPT THAT (1) BUYER WILL ACQUIRE BY THE TERMS OF THIS INVOICE GOOD TITLE TO THE EQUIPMENT FREE FROM ALL ENCUMBRANCES CREATED BY SELLER AND (2) SELLER HAS THE RIGHT TO SELL THE EQUIPMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO WARRANTIES WITH RESPECT TO THE QUALITY, CONTENT, CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT AND NO WARRANTIES AGAINST PATENT INFRINGEMENT OR THE LIKE.**

Buyer additionally agrees that it shall save and hold harmless Seller from and against any and all federal, provincial, municipal and local license fees and taxes, personal property use and sales taxes, and from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions and suits resulting therefrom and imposed upon, incurred by or asserted as a consequence of, the sale of the equipment to, or the ownership, possession, operation, or use of the Equipment by Buyer. **BUYER ACKNOWLEDGES THAT THE ITEMS SOLD HEREUNDER ARE USED AND THAT SELLER IS OR WAS THE LESSOR THEREOF AND DID NOT USE, MAINTAIN, OR HAVE OPERATIONAL CONTROL OF THE EQUIPMENT. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED AND IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT OF CONDITION OF THE EQUIPMENT MADE BY SELLER IN CONNECTION WITH BUYER’S PURCHASE OF THE EQUIPMENT.**

**PAYMENT TERMS:** All payments shall be made to Seller in Canadian dollars by wire transfer or certified check within 7 days from date of invoice. The Bill of Sale will be contingent upon full compliance with the terms and conditions set forth in this document. If Buyer does not consummate this transaction for any reason other than breach by Seller, Seller shall retain the deposit as liquidated damages.

**TAXES:** The amount of present or future sales, revenue, excise or other taxes applicable to the goods sold hereunder shall be added to the purchase price quoted herein and shall be paid by Purchaser or in lieu thereof, Purchaser shall provide Seller with an appropriate exemption certificate from any such taxes.

**POINT OF SALE:** This agreement shall be governed, interpreted and administered for all purposes under the laws of the Province of Ontario. Purchase price is payable to Wells Fargo, located at 1290 Central Parkway, Suite 1100, Mississauga, ON, L5C 4R3.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire contract of sale of goods named herein. The covenants expressed herein shall be severable, and the invalidity, now or in the future, of any covenants recited herein shall not affect the validity of the remaining covenants. This document incorporates all representations, promises and statements made by Seller in connection with the subject matter hereof and no representation, warranty, promise or statement not contained herein shall be binding on Seller. The terms and conditions of this document shall also be binding upon and inure to the benefit of Buyer's and Seller's respective successors, assigns, heirs, administrators, executors and legal representatives.