

GENERAL TERMS & CONDITIONS OF ACCEPTANCE TC-01

("Seller" = Pulse Engineering Ltd.)

1. **GENERAL:** In the event of any conflict between the terms and conditions of sale herein and the provisions contained in Buyer's Order, Seller's terms and conditions of sale herein shall prevail. No waiver, alteration or modification of these terms shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller.
2. **QUOTATIONS:** Unless otherwise stated, Seller's quotation shall be null and void unless accepted by Buyer within thirty (30) days from the date of quotation. Quotation errors can be corrected without penalty. Stock items are subject to prior sale.
3. **TAXES & FEES:** Unless otherwise stated in writing by Seller, prices stated herein do not include any applicable taxes or duties, and the amount of any thereof which Seller is required to pay or collect will be invoiced to Buyer. Buyer shall pay all such taxes and duties arising by reason of this order and all other taxes and duties of whatever nature assessed upon the goods and/or services described on the front side hereon (hereinafter referred to as "the Articles"). Buyer shall also pay any collection fees and reasonable Solicitor's fees incurred by Seller in collecting payment of the purchase price and any other amounts for which Buyer is liable under the terms and conditions hereof.
4. **TRANSPORTATION:** All orders are quoted as F.O.B. Seller's premises unless otherwise stated. The carrier shall be considered to be the Buyer's agent. Title to the products, right to possession, and risk of loss pass to the Buyer at the point of shipment even if (a) the carrier is selected by the seller or (b) prices are quoted F.O.B. destination, C.O.D., or in any other manner. The Buyer should examine materials received, entirely, for damage before accepting from the carrier. If the Seller prepays or provides transportation from/to Buyer's location, additional charges can be applied.
5. **GOODS HELD AWAITING QUOTE APPROVAL:** The seller maintains Buyers' goods for a period of 30 days after a repair quote has been issued. A buyer's failure to respond to the quote and or provide disposal instructions is in effect transferring ownership of the good(s) to the Seller. The goods may be returned with all incurred costs chargeable to the Buyer or kept by the Seller in lieu of payment.
6. **MODIFICATIONS, REQUESTS FOR RETURN:** No waiver or modification of any of the provisions hereof shall be binding upon Seller unless in writing and signed by a duly authorized representative of Seller. Returns for credit will not be accepted without Seller's prior written approval which, if granted, would include a minimum "restocking" charge of 20% and less any transportation charges, costs to return the item to fully saleable condition and less any impairment in resale value for any reason.
7. **WARRANTY:** The manufacturer's prevailing warranty and conditions apply to all goods sold. In the case of repair or rebuilt items, the Seller warrants material supplied and workmanship to be free of defects for a period of ninety (90) days from the date of shipment or of service, whichever comes first. Any acknowledged defect arising during the warranty period will be remedied by the Seller or its authorized agents at the place and under the same conditions where the original work was carried out and during normal business hours unless advanced authorization, in writing, is given by the Seller.
8. **LIMITATION OF WARRANTY AND LIABILITY:** The warranty is limited to the original invoice amount and in no event shall the Seller be liable for any indirect, contingent, special or consequential damages (including loss of profit) arising under this agreement whether in contract law or in tort. In no event is the Seller liable for any personal injury, bodily injury or property damage arising in any way under this Agreement whether in contract law, or in tort. The Seller makes no express or implied guarantee that the Articles are suitable for any particular purpose.
9. **CLAIMS, CANCELLATION, MODIFICATION, SUSPENSION:** Claims, other than warranty claims in accordance with paragraphs 7 & 8 above, must be made in writing within ninety (90) days after receipt of the Articles. Cancellation, modification, suspension or delay in shipment of Buyer's order will not be accepted on terms which will not fully indemnify Seller against loss, such indemnity to include recovery of all direct costs incurred, attendant normal indirect and overhead charges, and a reasonable profit.
10. **SECURITY:** The Seller is relying upon the Buyer's representation of solvency and if the Seller at any time reasonably believes that the Buyer's representation of solvency and if the Seller at any time reasonably believes that the Buyer's credit is impaired, the Buyer shall be in material breach hereof and the Seller may, without liability to the Buyer, withhold performance hereunder, change the payment terms and/or repossess goods theretofore delivered. Title to the goods covered hereby shall remain with the Seller until full payment is received.
11. **PAYMENT:** Payment shall be due and payable thirty (30) days after date of invoice unless otherwise stated on invoice. Overdue accounts will be subject to an interest or service charge of 1.5 percent per month (the equivalent of 18 percent per year) on any past due amounts plus all third-party costs incurred in collections. Payment at due date is a condition precedent to delivery of any subsequent order and time of payment is the essence of this contract. Failure to adhere to terms of payment shall, in addition to any other remedies available to Seller, entitle Seller to immediate payment at the date of such failure of all outstanding accounts, whether or not the same are then due and payable.
12. **CONTROLLING LAW:** This transaction shall be governed by, and this invoice shall be construed and enforced in accordance with the laws of the Province of Manitoba. Any action by or against Seller shall be submitted to the exclusive jurisdiction of the courts of the Province of Manitoba