



**TERMS AND CONDITIONS OF SALE**

<p>SALES CONFIRMATION, CONDITIONAL SALES CONTRACT, TERMS OF SALE, FREIGHT, FOB, AGREEMENT:</p>	<p>The terms of this sale are governed exclusively by the Sales Order agreement between you and Chillers Inc. (the "Agreement"). The Agreement contains the complete understanding between the parties and shall remain binding in all aspects. No verbal representations or promises nor anything contained in any purchase the complete understanding between the parties and shall remain binding in all aspects. No verbal representations or promises nor anything contained in any purchase order ("PO") or any other document shall amend, alter, or modify the Agreement unless it is specified in a written amendment signed by both parties. In the event that no Agreement is in place, or such Agreement is found to be defective or otherwise unenforceable, the following terms apply to this sale: Carefully read the following terms of sale between you and Chillers Inc. You are agreeing to be bound by and accept these terms and conditions of sale. If you do not agree to the terms of this agreement, you shall promptly notify Chillers Inc. If you do not object in a signed writing to Chillers Inc. Order management within five (5) days of receipt of this sales order acknowledgment, or if you accept the terms herein. Either by email or otherwise, you will be deemed to have accepted the terms herein. Chillers Inc., shall not be bound by any additional, inconsistent, and/or conflicting provisions in any order, release, acceptance or other correspondence unless expressly agreed to in a writing signed by Chillers Inc. authorized personnel, and in no event shall Chillers Inc. deemed to have accepted any terms in your purported offer or offer documents.</p> <p>Sales Acknowledged orders for requested shipment beyond 120 days from order date are subject to price review 30 days before shipment. Open account status subject to credit approval. Buyer may be required to sign Conditional Sales Contract if Chillers Inc. deems applicable. On open accounts, payment is required as per terms specified on invoice date. Shipments are F.O.B Newmarket, Ontario freight collect. Payments are too made in specified currency on the invoice. In the event the buyer does not pay in full within specified terms from invoice date, the Chillers Inc may institute collections proceedings in which event buyer agrees to pay Chillers Inc. all collection costs incurred by Chillers Inc. including, without implied limitation, attorney's fees. Title of goods shall remain with Chillers Inc. at all times during the time that the buyer has possession of goods until fully paid by buyer. We reserve the right to (PPSA) Personal Property Security Act, a statute used to regulate the taking and enforcement of security.</p>
<p>PRICE AND QUOTATIONS:</p>	<p>Written quotations are firm for 30 days. Quotations containing accidental clerical errors (i.e. omissions, incorrect pricing, inaccurate specifications) are subject to corrections and create no liability from on the part of Chillers Inc.</p>
<p>SPECIFICATIONS:</p>	<p>Specifications are subject to change without notice or liability to Chillers Inc. Such change shall not cause deviations from quoted performance characteristics or customer specified requirements.</p>
<p>TAXES, CUSTOMS, FREIGHT:</p>	<p>Quotations do not include provision for taxes, duties, tariffs, brokerage, or items of a similar nature of any kind. Where applicable, these items will be added to the transactions invoice. All heavy equipment with weight over 2000 lbs that will require extra machinery to unload we must be called one week prior to ensure arrangements for onsite delivery. We will not be held responsible for any fees if prior arrangements have not been confirmed on week prior to shipping.</p>
<p>WRITTEN CONFIRMING PURCHASE ORDER:</p>	<p>Chillers Inc. must receive hard copy of purchase order from buyer. However, a buyer supplied purchase order must be received by Chillers Inc. according to:</p> <ol style="list-style-type: none"> <li>a. Standard unit products with no options or features – before shipment,</li> <li>b. All special or optional feature products and all systems, before any engineering, material or production scheduling or shipment activity will be made. Chillers predicted delivery schedule will commence upon receipt of the written confirming purchase order.</li> </ol>
<p>CHANGE ORDERS:</p>	<p>Acknowledged purchase orders which are subsequently changed (specifications, features, etc) by the buyer will be amended to reflect that list price of the modifications, including engineering overhead components, Production lead times may or may not change from such modifications.</p>
<p>CANCELLATIONS CHARGES:</p>	<p>All cancellations (partial or total) must be made in writing. No verbal cancellation instructions can be accepted. After order placement and acknowledgement, if the order is cancelled (partial or total) by the buyer for whatever reason, cancellation charges will become payable according to:</p> <ol style="list-style-type: none"> <li>a. Standard unit products with no options or special feature 10% of selling price, net 10 days.</li> <li>b. Standard system products with no options or special features: 15% of selling price plus standard installation drawings fee, net 10 days,</li> <li>c. Special unit or systems: 25% of selling price plus standard installations drawings fee, net 10 days.</li> </ol>
<p>RESTOCKING CHARGES:</p>	<p>From date of shipment, charges will be made for the return of product as scheduled:</p> <ol style="list-style-type: none"> <li>a. 0-30 days 30% of the selling price</li> <li>b. Beyond 30 days no return accepted</li> </ol> <p>No returns of any kind shall be accepted with out prior written approval of Chillers Inc.</p>
<p>NON-LIABILITY</p>	<p>Chillers Inc. shall not be liable for failure to perform any obligation with respect to the buyer resulting directly or indirectly from or contributed to by acts of God; acts of Buyer; civil or military authority; fires; strikes or other labour disputes; accidents; floods; epidemics; war; riots; delays in transportation; inability to obtain raw materials, components, labour, fuel, or supplies; or any other circumstances beyond Chillers Inc. reasonable control whether similar or dissimilar to the foregoing.</p>
<p>WSIB &amp; OTHER CODES:</p>	<p>Chillers Inc. believes its products can be used in most cases in compliance with all applicable regulations, but no specific warranty is made in this respect. Chillers Inc. will provide specific quotations for features and specifications the buyer believes are required for compliance to any such codes.</p>
<p>LIMITED WARRANTY:</p>	<p>Refer to Advantage Product Warranty form below which describes the Company's limited warranty policy. The warranty varies by product group and generally covers parts and labour to correct defects that might exist during the first 12-24 months of ownership by buyer.</p>
<p>USED EQUIPMENT</p>	<p>Used equipment is sold "As Is" and not warranted unless otherwise stated and also it is specifically covered by separate warranty documents.</p>