

iPoly Inc. Terms of Sale

The prices quoted herein are based on the following terms, in the expectation that the buyer will prefer these prices over higher prices on other terms. Acceptance of the terms must be without qualification. All shipments shall be deemed to have been made pursuant hereto. No other terms are acceptable.

1. **PRICES** - All goods are billed at Seller's prices on dates of shipment. Prices are subject to change without notice. Buyer shall accept Seller's certification of prices applicable on each shipment until the order is completed.
2. **TAXES** - Buyer shall reimburse the Seller for all taxes, excises or other charges which the Seller may be required to pay to any Government (Federal, Provincial, or Local) upon the sale, production or transportation of the goods sold hereunder.
3. **PAYMENT TERMS** - Net 30 Days, Interest at the rate of 1% per month (12% per annum) will be added on unpaid amounts outstanding over 30 days.
4. **DELIVERY** - Estimates of delivery are subject to revision when complete ordering information is received by Seller. There shall be no liability for failure or delay of delivery due to causes beyond the reasonable control of Seller. Failure of Buyer to take delivery on the agreed delivery date can result in immediate billing of the invoice value regardless of the disposition of the material.
5. **SHIPMENTS** - F.O.B. point of shipment. Title and risk of loss or damage passes to Buyer on delivery to carrier.
6. **WARRANTIES** - Seller warrants the title and merchantability of the goods except that no warranty of merchantability is made with respect to scrap or waste materials. If the goods do not meet these warranties, the Seller shall promptly replace the goods, or make a suitable adjustment in the price thereof, or repurchase the goods from the Buyers, provided that written notice is delivered to the Seller within (30) days after the original shipment, and provided that the goods have not been processed. The Seller shall not be liable for any loss of business, consequential damages or any other expense, loss or damage incurred by Purchaser or any other entity, whether directly or indirectly arising out of the goods sold hereunder and SELLER'S LIABILITY HEREUNDER IS EXPRESSLY LIMITED TO THE REPLACEMENT OR REPAIR OF DEFECTIVE GOODS RETURNED TO IT IN THE MANNER PROVIDED ABOVE. THE FOREGOING WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. PATENTS - No patent license is granted or implied by Seller and no warranty is given by Seller against infringement of the patents of others by reason of the use of the goods in combination with other goods or in the operation of any process.
Buyer shall save Seller harmless from infringement of patents arising from compliance with Buyer's designs or instructions.
8. QUANTITY & MATERIALS - The right is reserved to ship and bill 10% more or less than the exact quantity specified. In the event Buyer has designated, by trademark or otherwise, raw materials for the goods purchased hereunder. Seller reserves the right to substitute raw products, which in its sole judgement are substantially equivalent.
9. TOLERANCES - Unless dimensions are limited by a specific tolerance, it is understood that the production variations as published by the Seller will be acceptable. General title block tolerances on blueprints shall not apply unless agreed to in writing by the Seller.
10. PARTIAL TOOL CHARGES - Charges for special tools, dies or fixtures required for production of the goods are partial and tools will remain the property of the Seller.
11. CHANGES AND CANCELLATION - Orders accepted by the Seller are not subject to changes or cancellation by the Buyer, except with the Seller's consent. If this sale covers goods that must be manufactured especially for Buyer and such change or cancellation is made, Buyer shall take all completed goods at full price and all goods in process at cost plus pro-rata profit and Buyer shall reimburse Seller for any loss on materials purchased or on contract for the filling of the order.
12. ERRORS - Typographic and clerical errors are subject to correction.
13. LAWS - The Seller certifies that the goods described herein are produced in compliance with the requirements of Labor Standards.
14. ENTIRE CONTRACT - These terms and conditions constitute the entire contract between Buyer and Seller and supersede all prior agreements, oral or written made between Buyer and Seller.
15. GOVERNING LAWS - These Terms and Conditions of Sale shall be governed by and interpreted under the laws of the Province of Ontario.
16. SEVERABILITY - Any delivery not in dispute shall be paid for separately on the due date as provided in this contract without offset, defense or counter claim and regardless of controversies relating to other deliveries or undelivered merchandise on this or any other contract. Any defect in quality or delays in delivery shall affect only the portion of delivery defective or delayed and Buyer cannot refuse to accept the balance of delivery or balance of this contract.