

Sales Terms and Conditions

1. Terms and Conditions:

a. Customer acknowledges that the equipment purchased from Mr Test Equipment is used unless stated by Mr Test Equipment to be new equipment.

b. Defects or discrepancies in or like objections to equipment must be reported to Mr Test Equipment in writing within five days after customer receives the equipment or else it will be conclusively presumed that the equipment was as ordered and was received in good condition and is accepted.

c. Mr Test Equipment offers 5 day right of return policy unless otherwise noted. If within 5 days the equipment is found to be defective or does not meet the customer's needs, the equipment, upon receipt of authorization, may be returned to Mr Test Equipment. Upon receipt of the returned equipment Mr Test Equipment may at its discretion provide a replacement unit to the customer or provide a credit to the customer's account for the purchase price of the equipment less 10% restocking fee.

2. Warranty:

Mr Test Equipment warrants the equipment sold against defects in material workmanship to the customer for a period of 30 days for all sales unless otherwise noted in writing. The warranty period commences at the date of shipment from Mr Test Equipment supplying location. If the equipment, under normal use, is found to be defective within this period, customer shall notify Mr Test Equipment and immediately ship the defective equipment, at its expense, to Mr Test Equipment. Under no circumstances is the customer authorized to break the warranty seals on the equipment without prior approval of Mr Test Equipment. The Warranty shall be made void if upon the company's inspection it is determined the customer removed the equipment exterior panels without authorization from the company. Upon receipt of the defective equipment Mr Test Equipment shall at its option repair the equipment, supply a replacement, make a price adjustment or credit the customer's account. Any repair made to the equipment during a warranty period shall be guaranteed for 30 days, but shall not act to increase the term of the warranty by more than 30 days. An extension of the warranty period shall only cover the equipment's functions or operations affected by the repair. The equipment shall not be re-calibrated unless required as a result of the repair. Non payment or delinquent payment (10 days or more past the agreed terms) "voids" warranty. In cases of shipping damage, warranty does not apply.

It is customer's responsibility to contact freight forwarder promptly and register a claim. Concealed damage should be reported at once and a claim made to the freight forwarder in writing. The warranty shall not apply to repairs or damage resulting from use by non-qualified personnel, misuse, abuse, neglect, broken warranty seals or use of the equipment for purposes other than that for which it was intended. In addition, the following items sold as part of the equipment are not warranted including accessories, software and internal batteries. The warranty shall not cover any cosmetic defects which do not affect the functional operation of the Refurbished Equipment. The foregoing is the sole and exclusive warranty and remedy regarding equipment purchased by customer and is in lieu of all other warranties and remedies, whether written, oral, implied or statutory. All warranties of merchantability or fitness for any particular purpose are specifically excluded and disclaimed.

Mr Test Equipment will not be liable for any loss or damage whatever by reason of its failure to discover, report, repair or modify latent defects inherent in the design of the equipment. **WARRANTY WILL BE VOID IF PAYMENTS ARE NOT RECEIVED BY MR TEST EQUIPMENT BY THE TENTH DAY AFTER ANY AGREED UPON CREDIT TERMS EXPIRE.**

3. Terms of payment:

Terms are "prepayment", payment has to be received before shipment, unless otherwise stated. If credit terms are agreed to by Mr Test Equipment, payments are delinquent ten days after the terms expire. Payments not received by Mr Test Equipment by the tenth day after the terms expire are subject to an initial late payment fee of 1.5% of the invoice total and 1.5% for each additional thirty days after the terms expire, but not exceeding the maximum lawful rate. Mr Test Equipment reserves the right to change the terms at any time when, in Mr Test Equipment's opinion, customer's financial condition or previous payment record so warrants.

4. Payment and taxes:

In addition to the price specified herein and transportation costs, the customer is responsible for paying the gross amount of any sales tax, use tax, property tax, excise tax, value-added tax or other similar tax applicable to the sale or delivery of the equipment or its use by the customer. In lieu thereof, the customer has the responsibility to furnish Mr Test Equipment in advance with a tax exemption certificate acceptable to the taxing authorities.

5. Shipment:

All quoted prices are F.O.B. the Mr Test Equipment supplying location from which shipment is made. Delivery and shipment charges are payable by customer. Mr Test Equipment shall ship in accordance with customer's shipping instructions. In the absence of specific instructions, or if customer's instructions are deemed unsuitable, Mr Test Equipment reserves the right to ship by the most appropriate method. Mr Test Equipment shall not be liable for delays in delivery due to causes beyond its reasonable control including, but not limited to, acts of nature, acts of government, labor disputes, delays in transportation and delays in delivery or non-delivery by Mr Test Equipment's suppliers. Risk of loss of Equipment passes to the customer at the time of delivery to a common carrier at the F.O.B. point.

6. Prices:

Mr Test Equipment reserves the right to change prospectively the published prices, discounts, terms and product availability at any time without prior notice. Mr Test Equipment shall retain a security interest in the equipment until the purchase price, plus any interest incurred, is paid in full. In case of failure of the customer to pay the purchase price for any product when due, the supplier has the right, without liability, to repossess such product, with or without notice, and to avail itself of any remedy provided by law.

7. Limitation of Liability:

a. Mr Test Equipment's liability on any claim of any kind, whether based on contract, warranty, tort (including negligence), strict liability of service or otherwise, for any loss or damage arising out of or connected with or resulting from the supply of equipment hereunder, shall in no case exceed the price paid by the customer to Mr Test Equipment for such equipment.

b. In no event, whether in contract, warranty, tort (including negligence), strict liability or otherwise, shall Mr Test Equipment be liable for special, incidental, exemplary or consequential

damages, including but not limited to, loss of profits or revenue, loss of use of any property, business interruption, loss of stored data, downtime costs, costs of substitute service, or claims of the customer for such damages.

c. The good(s) sold under the Agreement were originally purchased by Mr Test Equipment from other sources and are being sold under circumstances which do not permit investigation of possible risks under patents or copyrights. Mr Test Equipment, therefore, assumes no obligation of customer with respect to such risks.

d. Each of the foregoing paragraphs will apply to the full extent permitted by law. The invalidity, in whole or part, of any foregoing paragraphs will not affect the remainder of such paragraph or any other paragraph of this article.

8. Defaults:

If customer defaults in its obligations hereunder or with respect to the equipment, customer agrees to pay Mr Test Equipment for all costs and expense incurred by Mr Test Equipment in recovering any money due, and enforcing its rights hereunder. Mr Test Equipment shall be entitled to recover its legal fees and expenses whether or not formal legal action is instituted.

9. Notices:

Any required notices shall be given in writing at the address of each party set forth or to such other address as either party may substitute by written notice to the other.

10. Assignability:

Neither party may assign or transfer any rights, duties or obligations herein without prior written consent of the other, nor any purported attempt to do so shall be null or void.

11. Government Procurement:

No Canadian government procurement regulation shall be included hereunder or be binding on either party unless specifically agreed to in writing and expressly incorporated herein.

12. Errors:

Stenographic, typographic and clerical errors are subject to correction.

13. Applicable Law:

The laws of Canada and the province of Ontario govern the validity, interpretation and enforcement of this agreement.