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## **General Terms And Conditions**

**General:** All orders for equipment supplied by **Modulus Handling Systems Inc.**, (Herein after referred to as the "**Company**") shall be subject to these conditions of sale. Price quotations by the **Company** are subject to change without notice, are not effective unless signed by an executive of the company and expire fifteen (15) days from their date. No modifications or additional conditions, either oral or written, will be binding on the **Company** unless agreed to in writing and signed by an authorized officer of the **Company**. The terms and conditions of this contract are subject to the laws and regulations applicable in the province of Ontario and any legal matters shall be dealt with in the courts within the province of Ontario.

**Taxes And Government Regulations:** The **Company's** prices do not include sales, excise or similar taxes, resulting from government tax or regulation of industry. The purchaser shall pay in addition to the **Company's** price the amount of any such taxes that the Company is required to pay.

**Payments And Terms:** Payment is to be made in Canadian funds, terms shall outlined on the proposal, and will be subject to the **Company's** credit approval. If all of the shipment is not shipped at the same time. Payments shall become due on a pro rated basis for partial shipments. Any default in payment shall excuse the **Company** from further performance under all contracts with the purchaser.

**Acceptance:** No order or other proposal shall be binding upon the **Company** until accepted in writing by an authorized officer of the **Company**.

**Changes:** The **Company** will not accept changes to specifications unless the purchaser agrees in writing to pay in addition to the original purchase price a sum to be determined by the **Company**.

**Cancellation:** Inasmuch as the equipment will be provided for the purchasers specific purposes, any order when placed with, and accepted by the **Company**, is not subject to cancellation except by the mutual agreement. Cancellations are subject to reasonable charges, based on expenses defined by the company (sales, design, administration, materials, labour, testing, overheads) incurred by the **Company**.

**Delivery:** Dates of delivery are approximate only, but the **Company** will attempt to meet them where possible. The **Company** shall not be liable for delays in manufacture or delivery, or failure to manufacture or deliver due to causes beyond its reasonable control, including but not limited to strikes, riots, accidents, governmental interference, embargoes, material shortages, fuel, labour, supplies, weather or transportation, or due to any cause of a like or different nature beyond its control. Demurrage charges or expense of protecting and storing the equipment prior to installation, unless otherwise stated, shall be for the purchaser account.

**Risk and Title:** Equipment shall be at risk of the time of delivery to the carrier and the customer . The **Company** is not responsible for any damages to or loss of equipment occurring thereafter. Title to the equipment shall not pass to the purchaser until payment has been made in full, and default in payment shall entitle the **Company** to retake possession thereof.