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## Terms and Conditions of Sale

The following terms and conditions shall govern purchase of product(s) by you ("Customer") and Access Imaging ("Contractor").

1. **TERMS OF SALE:** Placing an order with the Contractor shall constitute acceptance by the Customer of each of these terms and conditions.
2. **CANCELLATION:** In the event the Customer cancels an order, requests an extension of a delivery date or refuses delivery, Contractor may charge a cancellation fee equal to twenty-five percent of the price.
3. **DELIVERY:** Delivery will be FOB our dock.
4. **PAYMENT:** Payment terms are as follows:
  - (a) Timing as set forth in the purchase agreement;
  - (b) Payments not received by their due date shall bear interest at the rate of 18% per annum (1.5% per month) calculated daily.
  - (c) Title is transferred from Contractor to Customer only after full payment has been made.
5. **ENTIRE AGREEMENT:** This Purchase Order
  - (a) Contains the entire agreement with respect to its subject matter and supersedes all prior agreements, written or oral, with respect to that subject matter;
  - (b) May not be amended or modified in any respect except in writing signed by the parties;
  - (c) Shall not be supplemented or otherwise be affected by any:
    - I. prior dealing between the parties;
    - II. usage of the trade;
    - III. customer purchase order or like document unless expressly referred to on the face of this Purchase Order.
6. **WARRANTY/LIABILITY:**
  - (a) **Goods:** The Contractor does not represent or warrant the quality of fitness for purpose of any goods supplied to the Customer under this Purchase Order. The Customer agrees to look only to the manufacturer of the goods with respect to any failure or defect.
  - (b) **Services:** The contractor warrants its labour to be free from defects in workmanship for a period of 90 days from the invoice date; the Contractor's only liability under this warranty shall be to repair the defect.
  - (c) **Exclusion:** Save with respect to paragraphs (a) and (b), all warranties express or implied or conditions whether statutory or otherwise are expressly excluded. In any event, the Contractor's liability, and the liability for anyone for whom the contractor is legally responsible, for any cause or damage, and regardless of the form of the action, whether in contract or in tort including negligence or gross negligence, shall be limited to the Customer's direct damages and shall not exceed the amounts paid by the customer under this Purchase Order. In no event shall the Contractor be liable for any incidental, indirect, special, or consequential damages, or any damages related to loss of use, revenue, or profits, in connection with or arising out of this Purchase Order. This exclusion shall apply whether such damage may be characterized as arising from a breach of a fundamental term or otherwise.
7. **DELAY, ETC.:** The failure to take any action with respect to, nor the waiver of, any default under this Purchase Order shall not affect the parties' rights nor obligations with respect to such default nor any other default. Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of that party, unless by reason of that party's own negligence. The party claiming to be excused shall, however, use reasonable diligence to put that party again in a position to carry out the party's obligations under this Purchase Order.
8. **ASSIGNMENT/SUCCESSORS:** This Purchase Order may not be assigned by either party without the other party's consent in writing. Subject to the foregoing, this Purchase Order shall enure the benefit of and be binding on the heirs, personal representatives, successors and assigns of the parties.
9. **ARBITRATION:** Any dispute arising under this Purchase Order shall be settled by arbitration in accordance with the Arbitration Act, 1991 (Ontario). The dispute shall be submitted to a single arbitrator and the award of the arbitrator, including any award on a question of law, shall be final and binding.

The Customer expressly acknowledges and agrees to the above terms and conditions:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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