

TERMS & CONDITIONS

The terms and conditions contained herein constitute the entire agreement ("Agreement") between Gentek Marketing Inc. ("Seller") and Buyer with respect to products offered for sale ("Goods") as described more fully on page 1 of the Sale Agreement and shall supersede all prior correspondence, oral communications, Buyer's purchase orders (past or present), confirmation or agreement of any agent of either party with respect to the Goods. In the event that Buyer relies on documents extraneous to this Agreement, the provisions of said documents shall not be deemed accepted unless expressly assumed by Seller.

1. Prices: All prices stated herein are F.O.B. Concord, Ontario, unless otherwise specified by Seller. Seller hereby reserves the right, at any time, to modify or update the price of goods without notice and all changes shall become effective and binding upon the subsequent modification in price.

2. Terms of Payment: Full payment for Goods shall be upon conclusion of the Sale Agreement by one of the accepted methods including credit card, wire transfer, or online payment. Seller will only accept cash, business checks or personal checks if approved in advance.

3. Special Orders: Orders for Goods that are not normally held in stock by the Seller, for Goods with unique specifications, or limited in production, or orders made subsequent to the processing of Buyer's order are considered Special Orders. All special orders require a minimum nonrefundable deposit of 20% of total value of the Goods (before tax). If there is a cancellation for any reason by Buyer, Buyer forfeits the entire deposit to Seller. Seller shall not be liable for late shipments. Given shipping dates are approximate and are only estimates. Buyer shall not be entitled to chargebacks, reductions in price or other offsets as a result of late shipments or failure to deliver in the estimated time of delivery.

4. Emergency orders: Where the Buyer requires Seller to either ship Goods in stock or to order Goods from a manufacturer and subsequently ship said Goods to Buyer within specific delays, which are shorter than the normal delays, any added costs for shipping or for the Goods themselves are assumed by Buyer.

5. Back Orders: If Seller is unable to immediately fill the entire order, Seller shall notify Buyer and if Buyer so requests, Seller shall ship those goods in stock as an accommodation to the Buyer's order. The balance of the order shall be shipped on back order and the Goods shall be sent to Buyer upon receipt in stock unless otherwise directed by Buyer.

6. Deliveries: All shipping dates given by Seller are approximate. Under normal circumstances orders will be shipped within 5-7 business days. Deliveries may be subject to delay due to, but not limited to, acts of God, strikes, labour difficulties, fire, delay or defaults of common carriers or any other delays beyond Seller's reasonable

control, and Seller shall not be liable for any loss or damage arising there from. Seller represents that it possesses the skill to properly package the Goods being shipped. All Goods damaged in transit are not the responsibility of Seller. All claims are to be made with the corresponding freight or shipping company. Seller shall have the additional right, in the event of an above referenced occurrence, to cancel this Agreement or any part of it without any resulting liability. Any delivery not in dispute shall be paid in full, regardless of controversies relating to other delivered or undelivered Goods.

7. Risk of Loss: Risk of loss of the Goods shall pass to Buyer once the Goods are shipped from the Seller's premises (F.O.B.) to Buyer.

8. Warranties: The Seller offers no supplementary warranty other than the manufacturer's warranty except where required by law. If Buyer receives Goods in a defective condition due to imperfect material or workmanship, and if such information is reported to Seller within thirty (30) days, a Return Merchandise Authorization (RMA) number shall be issued by Seller to Buyer. If said Goods are deemed by Seller or by the appropriate manufacturer to be defective due to imperfect material or workmanship, Seller or appropriate manufacturer shall correct said Goods. The Seller is not obligated to intervene on behalf of the Buyer to have the manufacturer's warranty executed, although the Seller may provide assistance if so chooses.

9. Returns: All requests to return Goods not covered under section 8 must be reported to Seller within thirty (30) days. Failure to give notice within thirty days after receipt shall constitute an irrevocable acceptance of the Goods. No request shall be made after the Goods are used, processed, opened, or changed in any manner from the original condition. All warranty cards and similar items must be properly packaged and included with the Goods and returned to Seller in the original packaging. All returns must be sent shipping prepaid with appropriate care and external packaging to ensure Goods arrive in mint condition. No Goods shall be returned to Seller unless Seller has authorized a return and provided an RMA to Buyer. Any returns are subject to a twenty five percent (25%) restocking charge.

10. Limitation of Damages: Buyer's exclusive remedy for breach of contract or warranty shall be limited to the price of the Goods only. In the event of a breach or repudiation of this Agreement by Seller, Buyer shall not be entitled to recover any incidental or consequential damages.

11. Use of Goods: Seller is engaged in the selling of products for purposes including but not limited to: residential and commercial. Buyer hereby warrants and represents that it has the knowledge and expertise related to said types of Goods. Seller is not liable for any Buyer misconceptions, misunderstandings or disappointments associated, related to or concerning said Goods. Seller is not liable for any damages caused by misuse of Goods by Buyer.

12. Taxes: The amount of Goods sold listed herein shall have all applicable taxes added to the purchase price and these shall be paid by Buyer

13. Assignment / Delegation: Buyer shall assign no right or interest in this Agreement without Seller's prior written consent. Any attempted assignment without such consent shall be wholly void and without effect for all purposes.

14. Default: If the Buyer fails to pay the sale price and/or to accept delivery of the Goods or is in default or breach of another term and condition of the Agreement, Seller, at its option by giving written notice to Buyer, may, as to this Agreement and such other agreements as may exist between

Buyer and Seller:

- cancel any and/or all agreements; and/or
- defer shipment or delivery of all or any part until such default or breach is cured; and/or
- cancel any undelivered portions thereof; and/or
- demand immediate payment of all amounts owed by the Seller under the agreement. If Seller elects to cancel, Seller may sell all or part of the delivered Goods without notice to Buyer, except as may be required by law (and in such event five (5) days notice shall be deemed reasonable notice under the circumstances) at public or private sale, holding Buyer liable for any damages or financial loss including incidental expenses and attorney's fees resulting to Seller by reason of Buyer's default or breach. Seller shall not be limited in its rights and remedies against Buyer for any cause whatsoever to those remedies set forth herein, but shall have such other rights and remedies as may be available to under the laws of the province of Ontario or any other applicable laws.

15. Buyer's Duty: The duty of the Buyer is to accept the Goods and pay in accordance with the terms of this Agreement.

16. Change in circumstances: In the event Buyer's financial condition or responsibility becomes unsatisfactory to Seller, Seller shall have the right to seek adequate assurances, in writing, from Buyer to secure due performance. If Seller cancels this Agreement, Buyer shall reimburse Seller for all actual expenditures, commitments, liabilities and costs made or incurred with respect to any Goods ordered but not yet paid for by Buyer, plus loss of profit, less any net recovery to Seller on disposition of such items to others within a period of thirty (30) days after the cancellation. If Buyer cancels this agreement, Seller may retain all or a portion of any down payment or deposit to cover the costs and expenses incurred due to such cancellation.

17. Waiver: Except as may be expressly provided in a writing signed by the parties to this Agreement, the failure or delay of either party to this Agreement to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a Waiver of that provision or the

relinquishment of any rights under that provision in the future, but the provision shall continue and remain in full force and effect.

18. Severability: Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective only to the extent of such invalidity or unenforceability and only as to such jurisdiction without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of these terms or provisions in any other jurisdiction.

19. Modifications: This agreement may not be modified or rescinded except by express written agreement signed by both parties.

20. Indemnification: Buyer hereby agrees to defend, indemnify, protect and hold Seller, its parent, subsidiary and affiliated entities, as well as each officer, director, employee, representative, agent, dealer, successor and permitted assign of any of the above harmless from and against any and all expenses, damages, claims, suits, losses, actions, judgments, proceedings, liabilities and costs whatsoever arising out of:

- Buyer's breach, misrepresentation or nonperformance under this Agreement; or
- Negligence or wilful misconduct of Buyer or its agents and employees which arise out of Buyer's performance or nonperformance under the terms of this Agreement; or
- an accident, injury, property damage or death that in any manner relates to this Agreement, including without limitation, those actions or other liabilities to third persons and their heirs, legal representatives, successors and assigns; or
- Buyer's failure to comply with any provincial, federal, state or municipal laws, rules, and/or regulations; or
- any payment owed by Buyer to persons or entities benefiting from this Agreement; or
- all other activities of Buyer reasonably connected with this Agreement.

21. Governing Law: The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of Ontario. The parties specifically agree to submit to the jurisdiction of the courts of Ontario.

22. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be binding upon receipt.