

ISODYNE INC.

Terms and Conditions of Sale:

1 - Definitions

In these Conditions of Supply all reference to:

- i. "The Seller" is to Isodyne Inc.
- ii. "The Buyer" is to the person, firm, or company by whom the order is given to the Seller.
- iii. "Goods" are to the goods which are the subject of the order.
- iv. "Services" are to the services which are the subject of the order
- v. "Supply" is to the supply for such goods and/or services.

2 - Entire Agreement

- 2.1 All contract for supply shall be deemed to incorporate these Conditions which represent the complete agreement of the Seller and Buyer with regards to the supply except as otherwise specifically agreed in writing by the Seller ('the Contract for supply'). These conditions shall override any terms and conditions stipulated, incorporated or referred to by the Buyer in any order correspondence, negotiations or any other way.
- 2.2 Catalogues, price lists, advertisements and other published information are only indications of the type of products and services available and shall not form part of the contract for supply or any other contract with the Buyer nor be considered an offer, a collateral warranty or representation inducing the same.

3 – Acceptance of Orders

- 3.1 NO order on the Seller will be effective until the Seller has sent an official Order Acknowledgement form to the Buyer. If the Seller's quotation specifies that it is a bid in response to an invitation for bids, the order or award shall constitute acceptance of the bid in accordance with the terms specified by the Seller.
- 3.2 Accepted orders are not subject to cancellation except upon:
 - i. The written approval of the Seller and
 - ii. The payment of a fair and equitable charge to the Seller based upon the actual cost incurred by the Seller in respect of the order to the date cancellation is received and approved.
- 3.3 Accepted orders are not subject to change except upon:
 - i. The written approval of the Seller and

2/1/2013

- ii. Written confirmation of change from the Buyer.

4 – Specifications etc.

- 4.1 Where the Seller sells goods or performs services which are not its standard specification, in preparing and submitting a specification and/or written acceptance of the Buyer's order the Seller relies upon the Buyer supplying all necessary relevant and accurate particulars and information. Any errors or omissions contained in such particulars and information supplied at any time resulting in any loss or damage to the Buyer shall be the Buyer's sole responsibility.
- 4.2 Any drawings, illustrations, specifications or other material submitted by the Seller to the Buyer remain the property of the Seller and must not be communicated to a third part without the written permission of the Seller. A prospective Buyer has no right to disclose any information contained therein to a third party without the written consent of the Seller.

5 – Price and Payment Terms

- 5.1 The price and terms of payment for the supply shall be set out in the Seller's Order Acknowledgement Form.
- 5.2 The Seller reserves the right by notice given at any time before delivery of the goods or performance of the services to vary the price if there is any increase in the Seller's general price list appertaining to such or similar goods or services or if there is any increase in the cost to the Seller due to any factor beyond its control, any change in delivery dates, quantities or specification of goods which is requested by the Buyer or any delay caused by the Buyer's instructions or failure to provide adequate information. Time of payment of the price shall be the essence of all contracts for supply.
- 5.3 Unless otherwise agreed in writing or set out in the quotation the Seller's prices DO NOT include delivery charges. Where the Seller agrees to deliver the goods the Buyer will pay for the cost of transport, packaging and insurance.
- 5.4 All Customs and Excise duties, import and/or export duties and all taxes, tariffs and surcharges of any nature whatsoever now or hereafter levied or imposed in any country or territory either directly or indirectly in respect of the supply shall be borne by the Buyer and except as stated in Order Acknowledgement form are additional to the prices therein stated.
- 5.5 The selling price of imported goods is based on exchange rates in effect at the date of the Order Acknowledgement Form and may, without prejudice to the provisions of Clause 5 above, at the Seller's discretion be increased to compensate for currency fluctuations.

2/1/2013

- 5.6 Except as otherwise specified in writing by the Seller or this Condition payment for the supply shall be due in full US Dollars within thirty days of the issue of the Seller's invoice. ALL Net 30 terms must be authorized prior to acceptance of orders or other terms approved.
- 5.7 The Seller reserves the right to suspend further deliveries or performance and/or to cancel allowance of further credit in the event of any payment not being made when due or if the Seller considers the financial circumstances of the Buyer have ceased to justify the terms allowed.
- 5.8 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy, Buyer agrees that Seller, at its option, may:
- i. Cancel the contract and suspend further deliveries to the Buyer
 - ii. Appropriate any payment made by the Buyer to such of the goods (or the goods supplied under any contract) as the Seller thinks fit.
 - iii. Add a monthly late payment charge equal to 1.5% of the past due amount.
- 5.9 Buyer agrees that it shall pay all costs of collection incurred by Seller to collect amounts due from Buyer including actual attorney fees.

6 – Delivery

- 6.1 Any Period or date for delivery or for the performance of services stated in the contract for supply or elsewhere is the Seller's best estimate when stated, but is NOT a contractual statement.
- 6.2 If the Buyer fails to take delivery of the goods or fails to give adequate delivery instructions then without prejudice to any other right or remedy the Seller may:
- i. Invoice for all the goods ordered, or
 - ii. Sell the goods at the best price readily obtainable and (after deduction all reasonable storage and selling expense) account to the Buyer for the excess over the price due under the Contract or charge the Buyer for any shortfall below the price under the Contract.
 - iii. Require a restocking fee

7- Warranties

- 7.1 The Seller warrants the good against defect in materials and workmanship which become apparent within the shorter of, the balance remaining of the warranty given by the manufacture to the Seller of 12 months of the date of delivery of the goods to the Buyer.

2/1/2013

- 7.2 In the event of the Buyer becoming aware of a defect in goods or of a deficiency in the performance of service during the warranty period the Buyer shall promptly supply the Seller with written particulars of such defect or deficiency, use its best endeavors to provide all information and particulars necessary to enable the Seller or its agents to verify the notified particulars and to ascertain the nature and cause of the defect of deficiency claimed and shall afford the Seller and/or its agent full and proper access and facilities therefore and for making good the defect of deficiency.
- 7.3 The above warranty shall not apply to any defect in the goods or deficiency in the services where such defect or deficiency is caused in whole or in part by:
- i. The installation, storage, use, maintenance or repair of the goods in a manner reasonably considered by the Seller to be improper;
 - ii. The Buyer and/or any user of the goods or of products incorporating the goods and/or any third party called in by the Buyer and/or such user as aforesaid changing or adding to the good without the express permission in writing of the Seller;
 - iii. Any other act of the Buyer or any third party.

8 – Exclusions and Limitations on Warranties

- 8.1 It shall be the responsibility of the Buyer to determine the suitability of the goods and any services for their intended purpose and for actual application and their compliance with applicable laws, regulation codes and standard and the Buyer assumes all risks pertaining thereto.
- 8.2 The Seller shall be under no liability whatsoever for installation or replacement costs to Buyer. Replacement of components will be determined by Seller as viable replacement prior to any return and authorization number provided. (Please review Return Policy prior to return.)

9- Engineering Charges

- 9.1 The Seller reserves the right to charge the Buyer for engineering charges and expenses (whether internal or to third parties) incurred by the Seller in relation to the design or manufacture of the goods, such to include (without limitation) design cost and the costs of tools. Such charges and expenses shall be payable by the Buyer in addition to the purchase price for the goods.
- 9.2 The Seller shall remain the owner of the tools and designs and all other rights relating thereto whether or not such charges are paid by the Buyer.