

SALES TERMS & CONDITIONS

A quotation from Rho Industries Incorporated is a solicitation for an offer to purchase the products, materials, goods, repairs, or services described (hereinafter collectively referred to as "goods"), but only subject to the terms and conditions set forth within this quotation. Any purchase order issued by Customer which is inconsistent with the provisions of this contract is superseded by the terms and conditions set forth herein. The issuance of a purchase order by Customer acknowledges that these terms and conditions are the sole terms and conditions under which Customer offers to purchase the goods described hereon from Rho Industries, Inc., and, if any purchase order is accepted by Rho Industries, the terms and conditions herein shall constitute the entire and sole agreement between it and Customer which may be modified and/or amended only in writing signed both by Rho Industries and Customer.

Price:

Unless otherwise specified in writing by Rho Industries, prices for all goods or related services are those listed in Rho Industries' price quotation or catalog in effect on date of the Order. Unless otherwise specified in writing by Rho Industries, prices shall remain valid for thirty (30) days from the date of the quotation. Goods availability is based on prior sale. Prices are exclusive of any transportation changes to destination(s) and any applicable taxes, duties, or other similar impositions as may be payable by Rho Industries. All such additional charges are to be reimbursed to Rho Industries by Customer unless otherwise stated in writing. Rho Industries reserves the right to make any corrections in the prices quoted due to clerical errors.

Payment Terms:

All invoices are on open account and are due upon delivery until credit approval. Where after and otherwise authorized in writing by an officer of Rho Industries, all charges for goods, transportation charges, insurance costs and taxes as itemized in Rho Industries' invoice(s) shall be due and payable NET 30 DAYS from date of Shipment. Prompt payment of invoices at the time they are due shall be considered as being of the essence of this contract and any failure or delay in doing so shall be considered a material breach of the contract, entitling Rho Industries to pursue any remedies available at law. Customer agrees to reimburse Rho Industries for all costs, including actual attorney fees, incurred by it in any efforts to collect overdue payments. Overdue accounts shall be subject to a service charge of up to 2.5% per month on any outstanding balance at Rho Industries' sole discretion. However, such service charge shall not exceed the maximum allowed by law.

Warranty Provisions:

Unless otherwise noted, Rho Industries warrants its repairs and equipment to be free from defects in workmanship and material for a period of one (1) year from date of delivery. Rho Industries' sole obligation for any breach of warranty shall be to remedy any nonconformance. In the event there is a breach of warranty, Rho Industries will, at its sole discretion, repair, correct or replace any defect to conform to this warranty or refund the payments received from Customer. Rho Industries shall only warrant those repairs and/or services performed directly by it or its authorized representatives.

Notice of Defects:

Promptly following receipt of goods or rendering of services, Customer shall inspect the same. Any claim for shortage must be made within five (5) days following the receipt of goods and prior to use or installation of the goods. All other claims, including claims for defects not discoverable until use of the goods, must be made in writing within ten (10) days after Customer first learns of the defect. All claims not made in conformity with the above provisions shall be deemed waived.

Limitations on Warranties:

The warranties offered by Rho Industries shall not apply if any of the following occur: (1) the goods are used for any reason or purpose other than their intended purpose; (2) the goods are not utilized under the conditions or in the manner recommended by Rho Industries, the manufacturers specifications, or other instructions; (3) the goods have been misused, abused or improperly used in any manner, or unauthorized repairs are attempted; or (4) prompt written notice is not provided in accordance with the provisions set forth above. Any alleged defective goods must be returned to the location designated by Rho Industries. Transportation costs outside of Rho Industries' own courier that are associated with the return of the goods shall be paid by Customer, and any risk of loss during the transportation of the goods shall be borne by Customer. Any goods repaired or replaced by Rho Industries pursuant to the terms of this warranty agreement shall only be warranted for the remainder of the original warranty period provided. At its sole discretion, Rho Industries may extend the warranty period by the length of time necessary for repair or replacement of any defective goods. Rho Industries makes no other warranties, covenants, or representations, either express or implied, beyond those set forth herein. THERE IS NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE.

SALES TERMS & CONDITIONS CT'D

Limits of Liability:

Any legal action for breach of warranty or other cause related to goods or services provided by Rho Industries must be commenced within one (1) year after the date of the initial delivery of the goods at issue. Otherwise, all actions shall be barred. Rho Industries shall not be liable under any warranty to anyone other than Customer. In no event shall Rho Industries be liable for any incidental, special, remote or consequential damages (including but not limited to the loss of revenue or profits of Customer or increased costs) arising from or caused by, directly or indirectly, a delay in delivery of the items, breach of warranty, use of items by Customer, breach of any obligation of Rho Industries hereunder, its performance or failure to perform, or any other act or omission by Rho Industries. In no event shall its liability exceed the price paid by Customer for the goods or services in dispute.

Customer agrees to indemnify and hold Rho Industries harmless for any claim or action brought against it for personal injuries alleged by any person resulting from the use or installation of Rho Industries goods or services, except for personal injuries conclusively determined to be caused by Rho Industries own gross negligence.

Excusable Delay:

Rho Industries will not be liable for delays in performance or a failure to perform hereunder due to unforeseen interruptive circumstances or causes beyond its control including, but not limited to, inability to obtain material, labor or manufacturing facilities, acts of God, acts of any government, wars, riots, fires, floods, accidents, strikes, embargoes, or delays of the part by Rho Industries suppliers for said reasons. In the event of such delays, the schedules shall be extended day-for-day or for such additional period of time as is determined to be equitable by the parties.

Non-Excusable Delays:

Any compensations for delays in service or deliveries must be specified in an individual agreement, in writing, with an Officer or Director of Rho industries Inc. At no time will this exceed 10% of the Contract price on labor. Price compensations do not apply to Shipping and Handling, Material costs, or any taxes, duties, excises or like fees. Compensations will apply and be credited to the customer's next occurring invoice. In the event that no invoice would occur, the Customer waives Rho industries Inc. of its obligation to the compensation agreement.

Substitutions and Modifications:

Rho Industries reserves the right at any time before delivery or acceptance of Customers purchase order, whichever is later, to modify, replace or substitute parts procured from it's suppliers, provided that such modification, replacement or substitution does not adversely affect the operational requirements or performance or maintenance of the particular part or repair to be delivered and will not result in additional charges to Customer.

Disclosure of Information:

Any data and/or specification, including 3rd Party and Public, provided by or to Rho Industries for the utilization of services shall remain the respective parties property for each individually occurring agreement (Purchase Order) for the duration of it's liability / warranty period, after which, the use of such provided data and specification shall be the property of Rho Industries Incorporated and used in it's sole discretion.

Severability:

If any language herein shall be invalidated for any reason, that language shall be considered deleted and the remainder shall be unaffected and shall continue in full force and effect.

Choice of Law / Venue:

The terms and conditions of this quotation and any contract between Rho Industries and Customer shall be construed in accordance with the laws of the province of Ontario. In the event there is any legal action arising between Rho Industries and Customer, venue shall lie in the appropriate court located within Halton-Peel region, Ontario or the Provincial Court for the South West District of Ontario.