



TERMS AND CONDITIONS OF SALE

1. **Terms and Conditions.** These terms and conditions shall apply to all sales of products and/or services by All Therm Services Inc. ("All Therm") to Customer.
2. **Acceptance of Orders.** Acceptance of Customer's order by All Therm is expressly conditional upon Customer's acceptance of these terms and conditions. No other terms and conditions contained in any order or other communication from Customer shall take precedence over these terms and conditions unless expressly agreed to in writing by All Therm.
3. **Cash Sales.** Unless All Therm has extended credit to Customer, all invoices for products and services shall be due and payable upon delivery of invoices from All Therm to Customer.
4. **Credit Sales.** All credit sales are subject to the terms and conditions of the credit agreement between All Therm and Customer. All Therm reserves the right to refuse any shipments in the event any amount due to All Therm from Customer is more than 30 days overdue.
5. **Prices.** All prices are subject to exception or change without notice.
6. **Delivery.** Deliveries shall be F.O.B. point of shipment, unless otherwise stated by All Therm. Title to and risk for the products will pass to Customer at that time. All Therm shall not be liable for any delay in production or delivery due to any cause whatsoever beyond reasonable control of All Therm. Delay in delivery of products or services shall not relieve Customer from the obligation to accept and pay for any products or services ordered. All Therm shall not be responsible for loss or damage of product in transit. For shipments that are pre-paid by All Therm, All Therm reserves the right to choose the carrier. In the event of any shipment shortages or discrepancies Customer shall immediately notify All Therm and provide evidence or documentation supporting such claim within three days of delivery of the products to Customer.
7. **Cancellation.** Customer may not cancel an order that has been accepted by All Therm without the written approval of All Therm. Orders for custom products or products identified by All Therm as non-standard are non-cancelable and non-refundable.
8. **Returns.** All cash sales are final. Non-stock items, special order items and fabricated items will not be accepted for return.

All Therm will not accept any non-defective products for return without prior written approval. Customer must provide All Therm with a list of items for return for review by All Therm. All Therm at their sole discretion will notify Customer as to what products, if any, have been approved for return. All returns are conditional on products being returned in as new condition.

All products approved for return shall be subject to a 20% restocking fee.

Materials accepted for return are subject to inspection by All Therm which may result in some returned products being rejected for return and/or additional restocking charges may be assessed to compensate for additional handling or repackaging as required.

Customer is responsible for removal and/or disposal costs of any rejected returns.

9. **Disclaimer of Warranty.** All Therm makes sales of products without any warranty or guarantee. Products are sold on an “as is” basis with no representation other than any warranties that may be offered by the manufacturer. All Therm expressly disclaims any other warranties, including warranties of merchantability and fitness for a particular purpose. It is Customer’s responsibility to determine the suitability of the products for Customer’s intended purpose. Customer assumes all risk and liability regarding such suitability.

10. **Indemnity and Limitation of Damages.** The total liability of All Therm arising out of or relating to these terms and conditions or the sale of products or services to Customer, whether for breach of contract or warranty, negligence or otherwise, will not exceed the purchase price of products or services that is the basis for such liability.

All Therm shall not be liable for any costs of procurement of substitute products by Customer, or for any loss of profits, business interruption losses, or any special, indirect or consequential damages suffered by Customer or third parties.

11. **Force Majeure.** All Therm will not be liable for any loss, damage or penalty resulting from a failure to fulfill an obligation to Customer if such failure is due to supplier delay, war, strikes, civil or labour unrest, shortage of labour, shortage of materials, fire, floods, explosion, natural disaster or other Act of God or any other cause beyond the reasonable control of All Therm.

12. **General.** No waiver of any provision of these terms and conditions by All Therm is binding or effective unless it is in writing and signed by All Therm.

If any provision of these terms and conditions is invalid or unenforceable, it will be severed from these terms and conditions and will not affect the enforceability or validity of the remaining provisions of these terms and conditions.

This agreement and the credit agreement if any constitute the entire agreement between the parties and supersede all prior agreements and understandings whether written, oral or implied between the parties with respect to the subject matter.

13. **Governing Law.** The interpretation of these terms and conditions will be governed by the laws of British Columbia and the laws of Canada applicable therein.