AB Technology Group

Standard Terms and Conditions

1. Terms and Conditions Applicable: The terms and conditions set forth herein shall apply to the order referred to in herein. Our acceptance of this order is expressly made conditional upon assent to the terms and conditions set forth herein, which comprise all of the terms and conditions between AB Technology Group / A-B Technology Group Inc. / A-B Thermal Technologies (the Group) and the Purchaser respecting this order, except to the extent that any term or condition shall have been changed or modified as set forth in this agreement. Any other changes or modifications in the terms and conditions contained herein must be specifically agreed to in writing by the Group.

2. Order Minimum: There will be a minimum order amount required for each order received: consult the "How To Order" section for the minimum order value for each product. There will be an additional $15.00 fee for adding items to an existing order under $100.00. Order minimum does NOT include any tooling, overtime, or freight charges. This $15.00 fee can apply to any change made to an existing order, ex. method of shipment, shipping destination, etc. If an expedite service is offered for a custom fabricated product, then the fee for the expedite service will be charged if the product is shipped in a time frame of equal to or less than half of the non-expedite fabrication time estimate. Expedite time is typically 25 to 50% of the standard fabrication time.

3. Cancellation: Any order may not be cancelled for any reason without the consent of the Group. No order can be cancelled after production has begun or completed.

3a. Abandoned Orders. When an order is ready it is processed for shipping as per the customer's instructions including any requested notification preferences. Orders that are not collected within 60 days without confirming alternate arrangements are considered abandoned and the order is considered cancelled. Payments for abandoned orders are not refundable.

4. Quotations: The Group makes its best effort to provide the customer with the current and up-to-date pricing; however, supply considerations may require prices to be adjusted after a quotation or sales order or invoice has been issued. Quotations and Sales Orders may not always have packaging, certification or shipping charges shown, especially when such details are not known at time of issue. The Group reserves the right to amend an Invoice or issue an additional Invoice for any additional or missed charges or pricing error(s) incurred with fulfilling any order.

5. Delivery: Any shipping dates set forth in the purchase order or any acknowledgment of the order are the best estimate of actual delivery, but may be changed by mutual agreement. The Group shall not be liable for any delays in delivery or default by reason of any occurrences or contingencies, including, but not limited to fire, flood, embargo, strike, failure to secure materials from suppliers, government restrictions considered "force majeure" or any other circumstance beyond the Group's control which shall prevent the Group from making the deliveries in the normal and usual course of business.

6. Risk of Loss: Notwithstanding title to or ownership of the products, risk of loss shall pass to the purchaser as soon as the products are invoiced. Shipments unless otherwise requested in writing are not insured and are at the risk of the customer - any claims must be directed to the carrier. Customer assumes all risk and liability once the shipment has been picked up from our facility.

7. Taxes and Fees: Any taxes or fees imposed by any federal, provincial, state, municipal or other governmental authority, including any import or export duty that may be applicable to the sale or delivery or transportation of the product or services that may be sold by reason of this order and any and all duties, tariffs and brokerage charges, shall be added to the price of the order and paid by the purchaser except where the purchaser shall have provided a proper certification of exemption therefrom.

7a. Additional Fees: Additional fees may apply to an order for packaging supplies or for services such as cutting product from bulk spools or lengths.

8. Method of Shipment: Unless otherwise specified in any purchase order, acknowledgement or other specific document relating to this order, all shipments made pursuant to the order shall be made F.O.B. Ottawa ON, Ogdensburg NY or nearest stocking point. In no event shall the method of shipment modify the risk of loss as specified herein. All freight is collect unless otherwise specified. The Group will endeavour to follow all shipping instructions, however, all freight charges invoiced are due even if the Group ships by method(s) not specified. In some circumstances carriers may post bill for delayed or limited access delivery – those fees are invoiced at cost and are the responsibility of the customer.

9. Terms of Payment: Unless otherwise specified in the purchase order or acknowledgement, all products shall be sold with full payment due within thirty (30) days, if paid within ten (10) days of date of invoice, buyer may deduct one percent (1%) of the cost of goods only. Discounts are not applicable to tooling, expediting, or transportation charges. Any account for which payment has not been received within sixty (60) days from date of invoice will automatically be put on credit hold. Credit hold will also halt production of any other purchase orders that are in progress. The Group welcomes payments by credit cards and electronic fund transfers. Any credit card investigation fees where the product was found to be delivered are the responsibility of the customer. Overdue accounts shall accrue interest at 2% per month from the date of becoming overdue. Accounts sent to collection may be assessed a $250.00 collections fee. Accounts sent to the company's legal counsel for collection or litigation may be assessed an additional $250.00 legal proceedings fee.

10. Security Interest: Until full payment of the purchase price for any product and/or any service order pursuant to the order, the Group shall retain a security interest in such products and may, at its option, and without further agreement or signature by the purchaser, file evidence of such security interest.

11. Warranties: The Group warrants to the original purchaser that its products, under normal use, shall be free from defects in material or workmanship provided that (a) the product has not been tampered with or repaired by any person other than the Group, and (b) the product has been sold or used within the time period specified for the shelf life of the product, and (c) the purchaser notified the Group in writing of any such defects immediately after discovery thereof. The Group shall not be liable for any damages for any product resulting from the misuse or negligence of others or if any alterations have been made in the product which have not been authorized in writing by the Group. THIS WARRANTY IS GIVEN IN LIEU OF ANY OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

12. Limitation of Liabilities: The sole and exclusive remedies of the purchaser shall be, at the option of the Group, the return of the products and repayment of the price or the repair and replacement of non-conforming products and in no event shall the Group be liable for the incidental and consequential damages arising from any cause whatsoever.

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Standard Terms and Conditions (continued)

13. Product Liability: Purchaser acknowledges that the Group has no control over and is not responsible for the manner in which the products will be used or otherwise dealt with by the purchaser. The purchaser therefore agrees to assume all responsibility for any and all sums which the Group and/or the purchaser become obligated to pay because of bodily injury or property damage caused by or resulting directly or indirectly from the installation, maintenance, use or operation of any products or the failure of the products to comply with any safety laws or regulations. Purchaser shall indemnify and hold the Group harmless from and against any and all actions, claims or demands arising out of or in any way connected with the installation, maintenance, use or operation of the products, or the design, construction or composition of any items or items made or handled by the products supplied hereunder, including any such actions, claims and demands based in whole or in part on the default or negligence.

14. Product Suitability. The Purchaser accepts that the products ordered are suitable for use in the final application. The Group is not liable for any product failure due to a product being placed into use in an environment not suitable for it. The Group offers a no cost sampling program so that the Purchaser may test product suitability. Although every effort is made by the Group to ensure that products shipped are of the correct material and dimension, the Purchaser shall test and inspect all items received for correct sizing, dimension, and material composition. Any modifications to the delivered product by the Purchaser or the Purchaser's customer are made at the risk of the Purchaser, and any modification must be disclosed before seeking a return authorization. All custom made or cut-to-length products are non-returnable except by agreement.

14a. Products with Expiry Dates or Storage Requirements. Except if defective or a supply error, any product with an expiry date or environmental storage requirement is final sale. No returns of unused materials is permitted as these items are not resalable.

15. Proprietary Rights: Any models, drawings, sketches, plans, and other information supplied as proprietary by one party to the other shall remain the property of the party who shall have supplied it. The other party may not use any such material or information except with respect to the products and/or services, which are subject to this sale transaction. Any product or service sold hereunder shall not constitute a license to use any of the proprietary rights of the Group.

16. Electronic Contact: In accordance with our Privacy Policy, engaging in a quote request or sales order is your acknowledgement that we may contact you by phone, email or fax for the purpose of updating you on the order status or other circumstances, including notification of new products or product changes.

17. Applicable Law: The terms and conditions of any contract arising out the transaction between the parties hereto shall be construed in accordance with the laws of the Province of Ontario.

18. Acceptance: Hereafter, whether it be verbally or by fax or mail or e-mail, any purchase order issued by any means to the Group, verbally or in writing, shall fall under these terms and conditions.

19. Submitted Drawings, Photographs, Videos, or Illustrations: Unless covered by a non-disclosure agreement between the company and the customer, by contacting the Group through its technical support email, the customer agrees to allow the company to use any drawings or photographs sent to it for promotional purposes such as an application note, catalog page, website page, specification sheet, etc.

20. Version. This document supersedes any and all other versions either printed or published including on any web site. The version is included in the footer.

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