

TERMS AND CONDITIONS

INTRODUCTION

The present sales conditions aim to define contractual relations between ACE, Accent Electronic Controls, Inc. and the buyer, as well as the conditions applicable to any purchase. By signing this document, you hereby accept that the information contained in this document is up-to-date and valid. The acquisition of a good or service implies the acceptance without reserve of the present sales conditions by the buyer.

These sales conditions will prevail on all other general or specific conditions. ACE reserves the right to modify its sales conditions at any moment. In such case, the applicable conditions will be those in effect at the date of order by the buyer.

INVOICING, PAYMENTS AND PRICES

1. Complete payment is owed within a delay of thirty (30) days following the date of invoice.
2. The client cannot resell a good prior to complete payment of this good.
3. The client understands that the prices can change mid-year and that they may ask for a quote in order to guarantee the price for a period of ninety (90) days. At the end of the period of ninety (90) days (date of quote), they may freeze the price of the quote by placing a firm order with a maximal delivery date of ninety (90) days. It will however be possible to maintain the price for a longer period of one (1) year for quotes concerning public bids in which ACE products are specified.
4. An interest rate of one and a half percent (1.5%) per month will be applicable to any remaining unpaid amount. These interests are compounded interests. ACE will evaluate and charge supplementary fees for any cheque that is returned due to insufficient funds or for any other reason.
5. If an invoicing mistake is made, ACE will be able to apply a credit equivalent to the compounded interests to your account if we are informed in the sixty (60) days following reception of the invoice.
6. ACE accepts credit cards as well as cheques and bank transfers.
7. A penalty of fifty dollars (50\$) will be applicable for any cheque that is returned due to insufficient funds.

LIMITED WARRANTY

8. ACE guarantees to the buyers of products and services made by ACE that these are not defective and have no workmanship or material defects. ACE's warranty obligations towards its buyers are limited, to ACE's exclusive discretion, to reparation or replacement of parts and products in question, that are demonstrated to be defective either in material or in workmanship in normal conditions of use.

The only warranties, implicit or explicit, provided by ACE are:

- A limited warranty of two (2) years on parts and workmanship for manufacturing defects of all electronic spreader controllers and of wiring harnesses.
- A limited warranty of one (1) year on parts and workmanship for manufacturing defects for all other equipments.

Warranty claims will be valid only if the buyer notifies ACE by writing of the discovery of the defects in question, in a delay that does not exceed the time limit of the warranty previously described. Also, the proof of purchase will have to be provided along with the defective product.

The buyer shall be responsible for risks of loss and damage of products and parts returned.

The warranty is not applicable in the following circumstances:

- Any damage which is the result of use that is incorrect, excessive, negligent or non-compliant to the intended use of the product;
- Any damage caused by inappropriate storage or transportation conditions;

- Any damage which is the result of non-compliance to instructions of use and maintenance;
- Any damage caused by normal wear;
- Any damage caused by shocks, twisting, compression, falls, accidents or by abnormal impacts that are out of ACE's control;
- Any damage caused by changes in the appearance or color of the products.

This warranty does not cover:

- Wear, abuse, incorrect use, surcharge or modifications;
- Costs of shipping, installation, replacement, repair out of factory, or any other cost related to the return of the product to ACE or to an authorized service center.
- Responsibility for direct, indirect or immaterial damages or for any delay.

In the event of acceptance of warranty, ACE covers the return costs of parts and products. No employee or representative of ACE is authorized to modify any warranty in any way or to offer any other warranty unless these changes are made in writing and signed by an ACE senior executive.

TRANSFERS OF OWNERSHIP

The buyer becomes owner of the product at the moment of shipping (FOB shipping point). This applies in all cases, either for:

- A shipment made on the buyer's transportation account;
- A shipment made on ACE's account;
- Any other mode of transportation.

ACE cannot provide insurance on transportation. If the client wishes to obtain transportation insurance, they have no other choice than to insure the shipping on their transport account and to obtain insurance themselves with the transporter.

In the case that the buyer should refuse transportation fees related to a shipment made on their account or does not provide the correct account number, ACE reserves the right to recharge transportation fees to the buyer as well as administrative expenses.

Initials

RETURNS OF PRODUCTS AND ACCESSORIES

9. Buyers who wish to return a product or accessory must notify ACE of their intention by writing in a maximum delay of ninety (90) days following the period of purchase.

ACE applies a restocking charge of thirty percent (30%) for any return of product or accessory.

No return of product or accessory will be approved by ACE if the following conditions are not respected:

- A valid proof of purchase must be given to the supplier (ACE);
- All returned products or accessories must be new, never used or installed.

The buyer assumes all transportation costs related to returning products or accessories.

CONFIDENTIALITY AND CLIENT INFORMATION

- 10. Unless of another consent on your part or of a disclosure made in conformity with a legal order, all information that we detain, other than your name and address shall be considered confidential and cannot be disclosed by ACE to anyone else than:
 - You or your agencies;
 - An agency hired by ACE to recover amounts owed to us or to complete other administrative functions, in condition that the information be used only to these ends;
 - A collection agency;

CHANGES

- 11. You accept to not modify the present agreement without prior written consent by ACE. No verbal declaration of a sales representative, agent, executive or employee of ACE allows modifications to the present agreement.
- 12. ACE can modify the terms of the present agreement by prior written notice. If you do not wish to accept these modifications, you can refuse them by sending ACE a written notice within thirty (30) days of the date the notice has been mailed by ACE.

GENERAL CONDITIONS

- 13. All the actions provided here are deemed to be cumulative. To the extent permitted by law, ACE also has the right to be reimbursed for reasonable recovery costs, legal costs, lawyer fees and costs of direct or indirect damages caused by defects. All ulterior acceptance by ACE of payments by the client in virtue of the present agreement does not constitute a renunciation to any existing defect, independently of the fact that ACE be aware or not of the defect of the client.
- 14. ACE reserves the right to exploit the compensation between amounts owed by clients to ACE and the amounts owed by ACE to its clients.
- 15. The present agreement and the legal relation between the parties shall be managed and interpreted in conformity with the laws of the province of Québec and with the laws of Canada that are applicable and all litigation or process regarding this agreement is decided exclusively by the tribunal of the district of Québec city in the province of Québec, in exception of reliefs or of seizure of injunction for which the plaintiff can also choose, to their own discretion, any other tribunal that should have known of the litigation.
- 16. This agreement binds the parties and their successors, having respective rights.
- 17. Le present agreement shall be managed and interpreted in conformity with the laws of the province of Québec and with the laws of Canada that are applicable, and, to the ends of the present agreement, the parties elect residence in the judicial district of Québec city, in exception of reliefs or of seizure of injunction for which the plaintiff can also choose, to their own discretion, any other tribunal that would have had jurisdiction over the dispute.

Name

Signature

Company

Date

- 18. By signing this form, I:
 - Authorize ACE to obtain information concerning the credit history of the user or of any company or organization named in the contract, and I acknowledge that ACE can provide information to others about my credit experience with ACE.
 - I agree to be responsible for the payment of all charges in virtue of this agreement and of all my obligations in virtue of this agreement.
 - Acknowledge that the standard payment conditions are of 30 days net, with an yearly interest rate of 18% for delay in payment.

ACE, Accent Electronic Controls, Inc.

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- 19. The client's authorized representative acknowledges having read, understood and accepted the terms and conditions of this sales order.