



Terms & Conditions of Sale

This constitutes the standard terms and conditions by which **Aerotex Interiors Inc.**, (“SELLER”) sells the products and services referred to in this document to its clients (“BUYER”). No amendments or additions shall be binding on SELLER unless agreed to in writing by an authorized representative of SELLER

1. General

The terms and conditions set forth below shall constitute the sole, complete and exclusive agreement between SELLER and BUYER and shall not be modified or waived except by written agreement by an authorized representative of the SELLER. All other terms, conditions, warranties, acceptances or other communications between SELLER and BUYER are considered null and void to the extent they conflict with the terms and conditions set forth herein.

2. Delivery

Unless otherwise specified by SELLER, all items are delivered F.O.B. SELLER's warehouse in Calgary, Alberta, Canada.

3. Risk of Loss

Unless the Purchase Order specifies otherwise, title to and risk of loss for all Goods delivered hereunder shall pass to BUYER at time of delivery, notwithstanding any contrary term in Supplier's documents.

4. Prices

The sale price is based on the specifications provided by the BUYER to SELLER and as per the Quotation provided from time to time by the SELLER. The sales price does not include any provincial, state or federal taxes applicable to this sales transaction. Unless otherwise specified in writing, the sales price also excludes any insurance, transportation, courier service, or mailing charges for the listed items. Taxes will be charged in accordance with applicable Provincial or Federal laws in effect at the time of sale.

5. Returns

All products are subject to a 25% restocking fee for standard stocked-products and 50% restocking fee for custom-order products on all returnable items within the 30 days of the purchasing date depending on their condition when returned.

6. Terms of Payment

Unless otherwise specified, payment of all invoices is due in full at the time of delivery. SELLER reserves the right to hold shipments if BUYER's account is overdue.

7. Force Majeure

SELLER is not liable for loss from causes beyond its reasonable control. This includes actions by any provincial, federal, state or local government or any department or agency thereof; acts of God, natural disasters, fires, strikes, lockouts, embargoes, wars, riots, equipment failure, shortages in materials, transportation, utilities and other vital supplies. In the event of a delay due to these reasons, the date of delivery may be extended by a similar amount of time that is reasonable in order to compensate for the delay.