



CONDITIONS OF SALE

- A. Acceptance of Orders.** All orders are subject to final acceptance by seller and are subject to seller's terms and conditions in effect at the time of delivery. Seller will not recognize conflicting customers' terms and conditions unless specifically agreed to in writing by seller. Any amount owing becomes due and payable immediately in the case of change of ownership, attachment or execution against the buyer or his representative unless otherwise agreed.
- B. Prices.** Orders will be accepted on the basis that the prices applying to them will be those in effect on receipt of order unless otherwise arranged. Federal and Provincial Sales taxes are additional if applicable. Seller reserves the right to amend prices on any order for any alterations or changes authorized by the purchaser subsequent to seller's acceptance of the order.
- C. Warranty.** Each piece of equipment is exclusively and solely warranted under the policy of the respective manufacturer unless otherwise stated. Any modification, mounting or assembly is at the request of and is the responsibility of the customer. Seller does not assume responsibility for unauthorized repairs, or damage resulting from such repairs, to the equipment or apparatus, even though defective, and in no case shall its responsibility extend to equipment and/or apparatus, other than that supplied by seller. Seller assumes no responsibility for damage to equipment or apparatus through improper installation or through attempts to operate it, or its operation outside the range of its rated capacity, whether such operation is intentional or otherwise. Seller makes no other warranty of any kind whatsoever, express or implied, and all warranties or merchantability and fitness for a particular purpose are hereby disclaimed by the seller and excluded from these terms of sale. Liability of seller shall be limited in all circumstances to the price of the goods, and in no event shall seller be liable in contract for tort, for consequential, indirect or special damages arising out of delay in or failure to deliver, defects in design material or workmanship, or breach by seller of any other obligation hereunder.
- D. Return of Goods.** Equipment may be returned to seller only after authorization is obtained from seller, otherwise shipment will not be accepted. Where a purchaser returns equipment, a restocking charge may be levied in addition to any transportation charges. If return of goods is made necessary by fault of seller, full credit will be allowed.
- E. Delivery.** Shipping terms are F.O.B. Point of Shipment. Title to goods shipped passes to the purchaser at the time of shipment. In the absence of shipping instructions, goods will be shipped by whatever shipping method the seller deems appropriate. Seller reserves the right to make shipments of equipment as it becomes available, unless otherwise agreed upon. Shipments delayed to accommodate the purchaser will be invoiced and additional charges for warehousing, plus other incidental expenses created by the delay will be at the expense of the buyer.
- F. Delivery Liability.** Seller will not be liable for any delay in the performance of orders or contracts or in the delivery or shipment of goods or for any damages suffered by purchaser by reason of such delay when such delay is directly or indirectly beyond seller's reasonable control.
- G. Loss or Damage in Transit.** Seller does not accept any responsibility for loss, damage or pilferage sustained in transit. Claims of such character should be made by the purchaser promptly against the carrier.
- H. Terms.** Net 30 days unless otherwise agreed to in writing by seller.
- I. Overdue Accounts.** Interest of 1½ % per month (18% per annum) will be charged on overdue accounts.
- J. Payment Holdback.** No holdback of payments will be allowed unless specifically agreed to in writing by seller.
- K. Cancellations.** Any order placed with seller may be cancelled by the purchaser only upon receipt of written consent from seller and then only upon terms that will compensate seller for engineering or fabrication charges and any other expenses and commitments made by seller.
- L. Penalty Clauses.** Seller will not accept any liability for penalty clauses of any kind, written or implied, unless specifically approved in writing by an officer of seller.

Exhibit 7D-5 Filtramax

2002.11.18

Approved by: *R.J.R.*