



**Standard conditions of delivery and payment issued by 'MaxGear Inc.', referred to as the
MAXGEAR CONDITIONS,**

1. These conditions apply to all offers made by MaxGear Inc. MaxGear Inc. is designated in these conditions as the seller or as manufacturer. The other party is designated as the customer, user or buyer.
2. Goods are supplied subject to these terms and conditions which override any conditions of sale stipulated by the Buyer, unless specifically agreed upon in writing by MaxGear Inc.
3. MaxGear Inc. reserves the right to amend specifications and or prices as necessary and to decline to supply.
4. All prices quoted are in Canadian Dollars excluding GST, HST and other duties or taxes, unless otherwise specifically stated.
5. Quotation is valid for Sixty days or when we update our pricelist.
6. For government orders or pre-approved orders need to be confirmed with a Purchase Order.
7. Orders will be dispatched by MaxGear Inc.'s method and choice of carrier, unless agreed otherwise prior to dispatch.
8. All orders are FOB Fergus Ontario, Canada.
9. Where standard MaxGear products are supplied on a pro-forma basis those goods will be dispatched only upon receipt of cleared funds. Cash, drafts, credit card payments and credit transfers result in immediate dispatch.
10. Any custom or special ordered goods are requested a pre-payment is required.
11. MaxGear Inc. reserves the right at any time to review any credit arrangements which it makes with any Buyer and to cancel such credit facilities without notice.
12. New wholesale accounts once accepted by MaxGear Inc., an order for any non-standard goods such as special orders or custom made goods is binding and cannot be cancelled.
13. Standard Goods returned are subject to a 10% restocking fee and must be current model and packaged in re-saleable condition.
14. Delivery dates given by MaxGear Inc. are a genuine forecast in the light of current conditions but are given without legal commitment and MaxGear Inc. accepts no liability in the event that it is unable to meet those dates.
15. Non-receipt of goods for delivery in Canada must be reported in writing to MaxGear Inc. within 5 working days of placing an order for immediate delivery or of the agreed delivery date for forward orders. (For the U.S.A. please allow 8 days).
16. MaxGear Inc. shall, at its option, replace and repair or refund the purchase price of any Goods proved to its reasonable satisfaction to have been delivered short or to be defective.
17. Ownership of goods supplied remains with MaxGear Inc. until MaxGear Inc. has received cleared funds in full of all the goods supplied.
18. In addition to any other right of termination, MaxGear Inc. may terminate the Contract if:
 - a) Minimum yearly sales of \$5000 per wholesale account are not met.
 - b) The Buyer defaults in the payments on its due date
19. The contract shall be governed by Canadian law and be subject to the jurisdiction of the Canadian courts in Ontario.
20. Demonstration and loan equipment is supplied solely in the understanding that the prospective customer takes full responsibility for its use.
21. It is the responsibility of the Buyer to ensure that all technical data and instruction provided with the product by MaxGear Inc. is supplied to the end user.
22. We understand and reserve the right to exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms.
23. MaxGear Inc. warrants for one year from the purchase date and only to the original retail buyer that our products are free from defects in material and workmanship.
24. For returning Goods we require the buyer to contact us.
25. Where goods are faulty and cannot, in our opinion, be repaired or replaced, a credit note will be issued to the original value of the faulty goods.
26. MaxGear is a registered Trademark of MaxGear Inc.
27. The Buyer shall use the MaxGear Inc and MaxGear logo and name with respect.

