

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

- A1. 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.
- A2. 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.
- A3. Goods supplied for re-sale by MaxGear Inc. are only to be sold by the Buyer at their own premises, unless otherwise agreed.
- A4. MaxGear Inc. reserves the right to amend specifications and or prices as necessary and to decline to supply.
- B1. All prices quoted are in Canadian Dollars excluding GST, PST and other duties or taxes, unless otherwise specifically stated.
- B2. For tax exemption a valid exemption certificate has to be on file at time of order.
- B3. Quotation is valid for thirty days or until the end of our pricelist selling season. Seasons (spring) end June 30th or (fall) Dec 20th, whichever comes first.
- C1. Orders need to be confirmed with a Purchase Order or signed Sales Order confirmation before it can be processed by MaxGear Inc.
- C2. Orders will be dispatched by MaxGear Inc.'s method and choice of carrier, unless agreed otherwise prior to dispatch by MaxGear Inc.
- C3. All orders are FOB Fergus Ontario, Canada.
- D1. Where goods 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. When paying by cheque, please allow 5 working days for clearance.
- D2. 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.
- E1. New wholesale accounts are subject to an opening order of a minimum of \$2000 Canadian.
- E2. 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.
- E3. Standard Goods returned are subject to a 10% restocking fee and must be current model and packaged in re-saleable condition.
- F1. 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.
- G1. 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).
- H1. Errors and shortages must be reported in writing to MaxGear Inc. within 5 working days of receipt of goods.
- H2. 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.
- I1. Ownership of goods supplied remains with MaxGear Inc. until MaxGear Inc. has received cleared funds in full of all the goods supplied.
- I2. All risk in the goods passes to the Buyer upon delivery. The Buyer must take all necessary protection of the goods including insurance until full payment is received.
- J1. All copyright, patent, trade secret and other proprietary and intellectual property rights of the Goods and all information which MaxGear Inc. may provide to the Buyer or its agent shall (as between the parties) at all times remain vested in MaxGear Inc. and the Buyer does not acquire any intellectual property rights or licence relating to the Goods and may not copy or imitate the Goods.
- K1. In addition to any other right of termination, MaxGear Inc. may terminate the Contract if:
- Minimum yearly sales of \$5000 per wholesale account are not met.
  - The Buyer defaults in the payments on its due date of any sum under this Contract or commits any continuing or serious breach of this Contract and fails to remedy that breach (if capable of remedy) within 10 working days of MaxGear Inc.'s notice to do so.
- L1. The contract shall be governed by Canadian law and be subject to the jurisdiction of the Canadian courts in Ontario.
- M1. Demonstration and loan equipment is supplied solely in the understanding that the prospective customer takes full responsibility for its use.
- N1. Please note; climbing, rescue, work at height, rope access and similar or associated activities can be hazardous and carry dangers which may lead to serious injury or even death. Products to be used in these disciplines must only be used by competent and informed persons who understand and accept the risks involved. An apprenticeship in appropriate techniques and safety measures is the responsibility of the user, who assumes responsibility for all risks and damages which may arise from the use of such equipment.
- O1. 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.
- P1. If not prepaid the latest payment date is 30 days from the date of invoice.
- P2. Settlement taken is only that specified by MaxGear Inc. Other amounts calculated by the Buyers own system will not be allowed. Costs incurred by non-adherence to this will be chargeable to the Buyers account.
- P3. Every time a cheque, standing order or banker's order fails to clear the Buyer's bank on presentation we will separately surcharge the Buyer's account.
- P4. 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.
- Q1. 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.
- Q2. For returning Goods we require the buyer to contact us for a return authorisation number (RA#)
- Q3. 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.
- R1. MaxGear is a registered Trademark of MaxGear Inc.
- R2. The Buyer shall use the MaxGear Inc and MaxGear logo and name with respect.