



## GENERAL TERMS OF SALE, LIMITATIONS OF LIABILITIES AND WARRANTY

All "CONFLOW TECHNOLOGIES INC." products are guaranteed to be free from manufacture defects for a period of (12) twelve months from the date of shipment, providing the product has not been worn out or damaged due to severe service, i.e. extreme temperatures, corrosives and/or abrasive conditions, etc.

Where "CONFLOW TECHNOLOGIES INC.", products contain components that are covered under the warranty of another manufacturer, coverage will then be limited to that same warranty period provided by that manufacturer, including the limitation and remedies contained in or by such warranty.

This warranty is expressly in lieu of any other warranties, expressed or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose or application.

In no event will "CONFLOW TECHNOLOGIES INC." be liable for any special, consequential, incidental or indirect damages, nor shall "CONFLOW TECHNOLOGIES INC." be liable for any loss of profit, loss by reason of plant shutdown, non-operation or increased expense of operation, loss of product and materials with respect to this contract or anything done in connection therewith whether based on contract, tort (including negligence), strict liability or otherwise.

All warranty claims MUST be in writing and must be mailed or delivered by the purchaser within (30) thirty days after purchaser first learns of the essential facts on which the claim is based. Any claims NOT made in writing, not postmarked or received within the allotted time period specified, shall be deemed waived.

Warranty claims made by the return of product shall be made by a prepaid shipping arrangement to our facility in Brampton.

The purchaser's sole and exclusive remedy, and "CONFLOW TECHNOLOGIES INC.", maximum liability for any claim, including negligence, shall be limited to either the repair or replacement of the defective item, or at "CONFLOW TECHNOLOGIES INC.", sole discretion a refund to the maximum amount of the purchase price. In no event, including negligence, shall "CONFLOW TECHNOLOGIES INC.", be responsible for any incidental or consequential damages.

Prices, sales terms, and conditions are presented in the current quotation or price pages, and are subject to review or changes without notice. All orders are subject to the acceptance of "CONFLOW TECHNOLOGIES INC.", at its headquarters in Brampton, Ontario. NO assignment of the purchasers' rights may be made without permission of "CONFLOW TECHNOLOGIES INC."

No person, including any representative, employee, or agent of "CONFLOW TECHNOLOGIES INC.", is authorized to assume on the part of "CONFLOW TECHNOLOGIES INC.", any liabilities or responsibilities in addition to, or different from that contained in this provision. Any and all representations, promises, statements or warranties that are made in addition to that contained in this provision are of no force or effect.

Shipment dates are NOT part of this warranty. "CONFLOW TECHNOLOGIES INC.", shall NOT be liable for delayed or non-delivery for any reason. Where a shipment is deferred at the purchaser's request for more than (30) thirty days beyond the original scheduled date of shipment, the order will be subject to invoicing and payment in full with all storage charges from the original scheduled date of shipment.

This quotation, including the specifications and pricing, agreement and general terms of sale attached hereto, constitute all the terms of this quotation and is a complete and exclusive statement of those terms. Issuance of a Purchase Order/Purchase Order Number to "CONFLOW TECHNOLOGIES INC." implies the purchaser's acceptance of the terms listed herein.

This quotation, including any drawings and/or manuals, brochures submitted and pertaining thereto, is the sole property of "CONFLOW TECHNOLOGIES INC.". It contains confidential information and is delivered to the purchaser on condition that the purchaser and/or purchaser's representatives, by receiving same, have agreed not to reproduce, copy or delineate in whole or in part, or to furnish information from it to others, or to make any use of it that is, or may be, injurious to "CONFLOW TECHNOLOGIES INC.", and the purchaser agrees to return this quotation upon request by "CONFLOW TECHNOLOGIES INC."