Diaset Products Ltd. Head Office:

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All sales by Diaset Products Ltd. (hereinafter called Diaset) of products offered and sold by them which shall be subject to the following conditions which shall be deemed incorporated into all orders and offers to purchase submitted to Diaset for acceptance and into all their acceptances and contracts of sale.

1. DISCLAIMER OF LIABILITY FOR CONSEQUENTIAL DAMAGES

Diaset shall not be liable in any event any loss of income, goodwill, increased costs or special indirect, incidental or consequential damages arising out of or in connection with this sale.

2. WARRANTIES

There are no warranties Express or implied made by Diaset except for their following standard Warranty: Diaset warrants new and unused core drilling machines and accessory equipment of our own manufacture against defects in material and workmanship caused by normal use and service for a period of 90 days from date of original use, but not to exceed 6 months from date of shipment from our premises. The obligation under this warranty is limited to the replacement or repair of such parts deemed by us to have been defective the time of sale. Any alterations of product design by the customer invalidates any warranty claims. We reserve the right to inspect any defective part claims. Before such parts are returned to our premises, our written approval must be obtained and the parts then returned at the customers expense. Products not manufactured by us are subject to the original manufacturer's warranty only.

3. PRICES

Prices apply to quantities and specifications requested by the buyer or as outlined in price lists published by Diaset. Diaset reserves the right to change their prices without notice.

4. DELIVERY

Diaset shall not be liable for any delay in manufacturing or delivering any of the products hereunder, if such delay be due to one or more of the following causes: fire; destruction of premises; strike; lockout; acts of God; accident; delay in transportation; war (whether declared or undeclared); riot; insurrection; blockade; embargo; any province, state or any governmental subdivision thereof; decrees or restraining orders of any court or judge; or any other cause whether similar to those herein before remunerated beyond the reasonable control of Diaset.

5. TERMS OF PAYMENT

Standard terms are: payment in full, in advance of shipment, unless otherwise stated. Products are sold Ex- works Diaset premises unless otherwise stated. Diaset reserves the right to apply finance and collection charges to overdue accounts.

6. TITLE AND RISK OF LOSS

Full risk of loss (including transportation delays and losses) shall pass to the buyer upon delivery of products hereunder to the FOB point. However Diaset retains title, for security purposes only, to all products until payment in full is received.

7. TAXES

Any sales, use or similar taxes imposed on this sale or on the transaction are not included in the price. Such taxes shall be shown separately on applicable invoices and paid for by the buyer. If applicable, Diaset will accept a valid exemption certificate from the buyer; however, if an exemption certificate previously accepted is not recognized by the government taxing authority and Diaset is required to pay the taxes covered by such exemption certificate, buyer agrees to promptly reimburse Diaset for the taxes paid on the buyer's behalf.

8. CLAIMS BY BUYER

Claims for any shortages or product quality made by the buyer against Diaset shall be made in writing to Diaset within ten (10) days after the receipt of the shipment. Claims covered under warranty will be reported as outlined in paragraph (2).

9. RETURN OF SALEABLE PRODUCT

No product may be returned to Diaset without their prior authorization. Product authorized for return must be shipped PREPAID and will be subject to a re-stocking charge. Custom products are non-returnable.

10. CANCELLATION OF ORDERS

After an order has been accepted, no cancellation by the buyer shall be binding on Diaset without their prior written consent and subject to such conditions as will indemnify Diaset against loss of commitments made and in process and completed work.