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Domtech Inc. Terms and Conditions - Rev 1.3

Standard payment terms are: Net 30 days.

There is no warranty, representation, or condition, express or implied except that the material shall meet those standards specified on our order acknowledgements (an accepted customer purchase order returned with modifications made as necessary is also considered to be an order acknowledgement).

All material is inspected and tested prior to shipment. Unless otherwise stated on the order acknowledgement, the material furnished will be within our current tolerances and variations. Any claim regarding material considered to be outside of our current standards must be verified by our authorized representative prior to any action taking place. Our liability is expressly limited to replacement or repair of the material once the material is confirmed as non-conforming to our specification or that which was agreed upon between Domtech Inc. and Domtech Inc.'s customer. We assume no liability for any costs incurred through installation, testing, transporting or use of any kind unless previously approved by Domtech Inc.'s representative.

Our order acknowledgements have the following language printed on them:

Conditions of Sale: Use of the terms COMEX(USD/LB) or CATHODE(CAD/KG) indicates that the price will be adjusted to reflect copper base in effect at the time of shipment. The use of the terms FIRM, FIRMCOM(USD/LB) or FIRMCAT(CAD/KG) indicates that the price is firm at the time of order entry.

Domtech Inc.'s product warranty period is limited to 1 year from the date of shipment and the liability for non-conforming product is limited to the replacement value of product supplied.

Upon receipt of an order Domtech Inc. provides an estimate of the expected factory Ship Date or customer specified location Delivery Date. If the product is manufactured early Domtech will get customer authorization to ship early. If the product is manufactured late Domtech will expressly not be liable for any and all additional costs that the customer may incur due to the product being late; specifically, Domtech will not pay for expedited shipping costs or project contract penalties of any type.

Once an order acknowledgement has been sent out by Domtech the customer cannot cancel an order under any conditions without authorization by Domtech .