

CONDITIONS OF TRADING

1. Definitions

- 1.1 The "Buyer" means the Account Applicant or person who buys or agrees to buy Goods from the Seller.
- 1.2 The "Seller" means SpecView Inc.
- 1.3 "Conditions" means the Conditions of Sale set out in this document and any Special Conditions agreed in writing by the Seller.

2. Conditions

- 2.1 These conditions shall apply to all Contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other Terms and Conditions including any which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 No variation or addition to these Conditions shall be effective unless agreed in writing by the seller.
- 2.3 No contract for the sale of goods shall arise until the Seller despatches the goods to the Buyer or the buyer notifies the Seller in writing of its acceptance of the seller's quotation (whichever shall first occur).
- 2.4 Acceptance of delivery of Goods shall deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.5 Nothing in these Conditions shall affect the statutory rights of any consumer.

3. Prices

- 3.1 The Price shall be that on the Seller's current list price (or if applicable the price contained in the Seller's Quotation).
- 3.2 The Seller reserves the right to revise prices prior to despatch of Goods to reflect any direct or indirect increase in costs to the Seller, but if the price has been paid in full prior to dispatch no price revision may take place without the prior written agreement of the Buyer.
- 3.3 All Prices are exclusive of taxes and charges for packing, postage, and carriage (plus Taxes if applicable) which shall be paid in addition.
- 3.4 In the case of consumer sales, payment must be made in full before despatch of any Goods.
- 3.5 In the case of other sales, payment is due in full on the terms of credit agreed which shall not be more than 30 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Seller at its option to treat the Contract as repudiated by the Buyer or to delay delivery until paid (in addition to any other remedy).
- 3.6 If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

4. Interest on Overdue Invoices

- 4.1 Interest on overdue invoice shall accrue from the date when payment becomes due from day to day until the date of payment at 2% per calendar month both before and after any judgement.
- 4.2 All invoices shall be paid in full, free from any deduction for any set-off, counterclaim or otherwise howsoever.

5. Warranty and Liability

- 5.1 The seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer all other warranties, conditions or terms relating to fitness for purpose, merchantability, or condition of the Goods, whether implied by Statute, Common Law or otherwise are excluded and the Buyer warrants that the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.

6. Delivery

- 6.1 Whilst every reasonable effort shall be made to keep to any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages, or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 6.2 Unless otherwise agreed the Seller may deliver by instalments and in such case each instalment shall be treated as a separate Contract and any delay, default or non-delivery in respect of any instalment by the Seller shall not entitle the Buyer to cancel the remainder of the Contract.
- 6.3 Failure by the Buyer to pay for any instalment or delivery when due shall entitle the Seller to withhold further deliveries and the Buyer shall be liable for any costs incurred by the Seller relating to such Goods which the Seller is then entitled to withhold.
- 6.4 Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery.

7. Ownership and Risk

- 7.1 The risk in Goods shall pass to the Buyer upon delivery of the Goods or upon the Goods being appropriated to the Buyer but kept at the seller's premises at the Buyer's request.
- 7.2 The seller remains the owner of the Goods affected by the contract until the Seller has been paid in full for such Goods.
- 7.3 If any payment due under these Conditions is overdue in whole or in part, the Seller may without prejudice to any of its other rights recover and/or resell the Goods or any of them and may enter on the Buyer's premises by its servants or agents to recover the Goods and the Buyer shall be liable for all the Seller's costs of so doing.
- 7.4 If the Buyer is a consumer and properly rejects any of the goods which are not in accordance with the Contract, the Buyer shall nonetheless pay the full price for such Goods unless the Buyer promptly gives notice of rejection to the Seller and at the Buyer's costs return such Goods to the Seller in good condition.
- 7.5 In the case of any other sale the Buyer shall inspect the Goods immediately upon delivery and shall notify the Seller within five days of delivery if the Goods are damaged or do not comply with the contract. If the Buyer fails to do this, he is deemed to have accepted the Goods.
- 7.6 Any Goods in respect of which any claim of defect or damage is made shall be preserved by the Buyer intact together with the original packing at the Buyer's risk and either
 - (a) retained by the Buyer for a reasonable period to enable the Seller or its agent to inspect or collect the goods or:

- (b) at the Seller's option returned by the Buyer to the Seller who will refund the cost of postage and packing to the Buyer if the Goods are in fact defective.

8. Cancellation Returns

- 8.1 No Contract shall be cancelled nor shall any Goods which are in accordance with the Contract be returned without the prior written approval of the Seller and on terms to be determined at the absolute discretion of the Seller.
- 8.2 Unless the Seller at its discretion decides otherwise, if the Seller agrees to accept the return of any such Goods, then,
 - (a) a Goods Return Number obtained from the Seller must be any shown on the returned parcels
 - (b) the Buyer will be liable for the cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Seller, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault
 - (c) the Seller reserves the right to make a handling and restocking charge of 25% on Goods which are returned if they were ordered in error or are no longer required.

9. Force Majeure

- 9.1 The Seller will not be under any liability whatsoever in the event that the Seller is prevented or delayed from supplying or making delivery of any Goods by any reason or cause beyond the Seller's control.

10. No Waiver

- 10.1 The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these Conditions.

11. Liability

- 11.1 Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental, or consequential damages.

12. Dispute

- 12.1 In the event of dispute between the Buyer and the Seller, should the Seller in writing require, the Buyer agrees to submit the dispute to arbitration in accordance with the Arbitration Act for the time being in force as a legally binding alternative to Court action.

These Conditions shall be construed in accordance with Canadian Law.