

RN Mark Inc. Terms and Conditions of Sale

1. Contract

Each sale of RN Mark products and services ("Products") and the acceptance of any purchase order submitted by a purchaser of Products ("Purchaser") is expressly made conditional on Purchaser's assent to these Terms and Conditions of Sale ("Agreement"), and RN Mark agrees to furnish the Products only upon the terms and conditions of this Agreement. Any additional, different, or conflicting terms and conditions set forth in any documents issued by a Purchaser at any time, including without limitation any purchase orders and any specifications are hereby objected to by RN Mark, shall be wholly inapplicable to any sale of Products and shall not be binding in any way on RN Mark. No waiver or amendment to the terms and conditions of this Agreement shall be binding on RN Mark unless made in a writing expressly stating that it is such a waiver or amendment and signed by RN Mark.

2. Payment

RN Mark may, but is not obligated to, sell Products to a Purchaser on credit. In the event that RN Mark sells Products on credit, then: (a) payment in full shall be due and payable thirty (30) days from the date of invoice; (b) in the event Purchaser fails to pay RN Mark the purchase price within thirty (30) days of the date of invoice, Purchaser shall pay RN Mark interest on such delinquent payment at one and one-half percent (1.5%) per month, compounded monthly, or the highest rate permitted by law. Purchaser shall pay all collection expenses, including but not limited to attorney's fees, incurred by RN Mark in the collection of amounts owed by Purchaser.

3. Limited Warranty

RN Mark's warranty period is for 1 year from the date of manufacture and is limited to the correction of defects in RN Mark's workmanship.

RN Mark's warranty does not include (a) products that have defects or failures resulting from accident, disaster, neglect, abuse, misuse, improper handling, testing, storage or installation including improper handling; (b) alterations, modifications or repairs by BUYER or third parties.

THE APPLICABLE WARRANTY ABOVE IS RN MARK'S ONLY WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. RN MARK DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXCLUSIVE REMEDIES UNDER THE APPLICABLE WARRANTY ARE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. THE APPLICABLE WARRANTY AND THE REMEDIES SPECIFIED HEREIN ARE THE SOLE REMEDIES OF PURCHASER, WHETHER UNDER THEORIES OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY.

4. Delivery and Acceptance

RN Mark will make reasonable efforts to notify Purchaser of the anticipated delivery date of the Products. If within forty-eight (48) hours of delivery Purchaser has not provided RN Mark an itemized written notice of an objection to the condition of the Products, Purchaser shall be deemed to have accepted the Products as satisfactory in all respects.

5. No Damages for Delay

Although RN Mark will attempt to meet shipment and delivery schedules, RN Mark will not be liable to Purchaser for any damages resulting from late shipment or delivery, including but not limited to direct, indirect, economic, incidental, or consequential damages, including without limitation lost profits or income, loss of use, downtime, cover, and employee or independent contractor wages, payments, and benefits.

6. Transportation Expenses

All transportation expenses shall be paid by Purchaser. Purchaser shall be responsible for making all in-transit damage claims to the shipper or carrier.

7. Risk of Loss

The risk of loss, theft, destruction, or damage to the Products shall pass to Purchaser Ex Works RN Mark's manufacturing facility.

8. Taxes

The purchase price does not include sales, use, excise, or similar taxes. Consequently, in addition to the purchase price for Products, the amount of any present or future sales, use, excise, or other tax applicable to the sale or use of the Products sold hereunder shall be paid by Purchaser, or in lieu thereof, Purchaser shall provide RN Mark with a tax-exemption certificate acceptable to the taxing authorities. Purchaser shall indemnify, defend, and hold RN Mark harmless from all such taxes.

RN Mark Inc. Terms and Conditions of Sale

9. Limitation of Liability

RN Mark's liability for any claim of any kind, including negligence and breach of warranty, for any loss or damage resulting from, arising out of or relating to the manufacture, sale, delivery, resale, repair, or use of the Products shall in no case exceed the purchase price for the Products which give rise to the claim.

10. Force Majeure

RN Mark shall not be liable for any actions or failure to act due to causes beyond its reasonable control, or due to acts of God, acts of Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials, or processing facilities.

11. Security Interest

RN Mark reserves a purchase money security interest in product sold to Purchaser and the proceeds thereof, in the amount of the purchase price. In the event of default by Purchaser in any of its obligations to RN Mark, RN Mark will have the right to repossess the product sold hereunder without liability to Purchaser. RN Mark may file a copy of the invoice with appropriated authorities at any time as a financing statement and/or chattel mortgage to perfect its security interest. At RN Mark's request, Purchaser will execute financing statements and other instruments that RN Mark may request to perfect RN Mark's security interest.

12. Termination

Reduction in Quantity, Rescheduling Delivery. In the event Purchaser desires to terminate any part or all of its purchase order, reduce the quantity of the Products ordered, or reschedule the delivery, fair compensation shall be made to RN Mark which shall take into account, among other things, expenses incurred and commitments already made by RN Mark, reasonable costs and expenses incurred by RN Mark in making settlement hereunder, the increased costs incurred by RN Mark by reason of a revision in the delivery schedule, and in the case of termination or reduction in the quantity of Purchaser's purchase order, the profit reasonably anticipated by RN Mark. Unless in a writing duly executed by RN Mark, no revisions or amendments to the agreement of the parties described in Section 12 or 13 hereunder shall affect any rights of RN Mark under this agreement or applicable law.

13. Return Policy

A product purchased from RN Mark may be returned within seven days of the product receipt date, in which case the purchase price will be refunded. Prior authorization must be obtained from RN Mark for the return of any Product, which authorization RN Mark may withhold at its discretion. If a return is authorized, transportation charges must be prepaid by Purchaser. Items returned for credit may be subject to a charge of 25% or more to cover inspection, reconditioning, restocking, and repackaging. Returned goods must be received undamaged. Risk of loss with respect to returned goods shall remain with Purchaser until receipt by RN Mark.

14. Remedies

In the event of Purchaser's default under these Terms and Conditions of Sale or in the performance of any purchase order, RN Mark shall have available all rights and remedies at law or in equity. Purchaser agrees to pay RN Mark all costs and expenses, including attorney's fees, incurred by RN Mark in exercising any of its rights and remedies. No failure on the part of RN Mark to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof. No waiver by RN Mark of any default shall constitute a waiver by RN Mark of any additional or subsequent default.

15. Entire Agreement

This Agreement will constitute the entire agreement between the parties in relation to the subject matter of this Agreement and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter. No terms or provisions contained in any purchase order submitted by Purchaser shall apply.

16. Severability

In the event any provision of these Terms and Conditions of Sale is held or determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

17. Governing Law

This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario.