

NUCONCEPT COUNTERTOP & KITCHEN CENTRE

{Division of Ming Van Enterprises Ltd.}

JERRY J. PEDNEAULT, AUTHORIZED INDEPENDENT DISTRIBUTOR

CUSTOMER ORDER TERMS, CONDITIONS AND WARRANTY

1. As the context herein may require: the singular includes the plural, the plural includes the singular, and words in one gender include all genders; "we", "our" and "us" refers to Nuconcept; "you" and "your" refers to the customer who signs this Order on the other side hereof, "Products" refers to those described in your Order. Before you sign your Order, please carefully read these terms and conditions, which apply to your Order. Orders cannot be signed by customers under the age of 19. Orders from an association, corporation, government body, partnership, syndicate or other entity (collectively "Entity") shall be signed by its authorized signatory. By signing your Order, you warrant and represent to us that: (a) you are not under 19 years of age; (b) if an Entity, you are its authorized signatory; (c) you agree to perform and be legally bound by these terms and conditions.
2. Please carefully check measurements, materials and other specifications of your Order on the other side hereof before you sign your Order. Unless due to our mistake, any mistake not corrected before we begin manufacture of your Order is your sole responsibility. We do not accept responsibility for any mistakes in measurements provided by you. Therefore, it is in your best interests that measurements be performed by us. All Products, accessories, components and materials of your Order are subject to availability. We will advise you of any unavailability so you can, at your option, decide on an available substitution.
3. We reserve the right to accept or reject any Order. All orders require a deposit payable to the Authorized Independent Distributor, in advance of manufacture, as specified on the other side hereof. Custom built, special and large volume orders may be subject to other appropriate terms and conditions. You must in writing clearly communicate to us any special instructions regarding your Order. No verbal modifications to your Order or to these terms and conditions shall be effective. To be effective, any such modifications must be agreed by you and us in writing.
4. The price you pay for the Products ordered will be as quoted on the other side hereof, which will include delivery and/or installation, as may be the case. We reserve the right to correct an obvious pricing error before we begin to fill your Order. We will notify you of such pricing error and not proceed with your Order until any necessary adjustments are made, and you give us written approval to so proceed.
5. Any expected completion dates are given as estimates in good faith. While we shall make our best efforts to complete your Order within the expected completion dates, time shall not be of the essence. We shall not in any event be liable for delay or failure to complete your Order due to circumstances beyond our control. These circumstances include, without limitation, break-down of plant, fire, inability to secure fuel, power, raw materials, supplies or transportation, lock-outs, strikes, rebellion, revolution or war, flood, windstorm or other acts of God, or governmental or other decrees, laws, regulations or rules.
6. You hereby agree: (a) to pay for the Products in the manner and times agreed; (b) to take possession of the Products comprised in your Order upon delivery; (c) that due to the nature of the Products, all sales are final. We are only responsible for a correction, repair or replacement of the Products if we have made a mistake or your claim is covered by our warranty.
7. If you fail to take possession of your Products within ___ days after they are ready, we will charge you storage costs of \$___ per day from the date of such failure until you take possession of them. On taking possession of your Products, they immediately become your sole risk and responsibility. However, the Products remain our property until you pay for them in full. Accordingly, upon taking possession you shall insure the Products against loss or damage. In the event of loss or damage, you shall hold the proceeds of the insurance on our behalf as trustee for any unpaid amount for the Products. Your right to possession of the Products shall cease if:

you fail to pay for the Products in full by the expiry of any credit period allowed by us;
you are declared bankrupt or make any proposal to your creditors for a composition or other voluntary arrangement;
an administrator, liquidator or receiver is appointed in respect of either your affairs, assets, business or any combination thereof.

When your right to possession of the Products so ceases, you hereby grant us and our representatives an irrevocable right, at all times, to enter any premises where the Products are kept, and to inspect and/or repossess them.

8. If you wish to cancel your Order before you take possession of the Products, you must notify us in writing. If you so cancel, you shall pay all our charges, costs and expenses incurred to the date of your cancellation. In addition, we shall be entitled to deduct our charges, costs and expenses from any deposit on your account. After such deduction, we shall refund any balance to you and you shall remain liable for any shortfall.
9. If you fail to pay the full amount owing by or on any due date before taking possession of the Products, then without limitation of our other rights and remedies, we shall be entitled to immediately suspend any further action on your Order until the full amount is paid. Such suspension shall not in any respect release you from your existing obligations to us. Such failure shall also entitle us to enforce all our other rights and remedies against you.
10. Unless otherwise agreed in writing, you shall pay our unpaid accounts, invoices or orders at the agreed times. You agree to pay a service charge computed at the rate of 1.5% per month on your delinquent account balances. Such accrued interest shall be added to your account balance before the computation of the next months' interest. Any interest computation period which is less than one month shall be pro-rated.