**GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS OR SERVICES**

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer’s assent to these Terms and Conditions. Any acceptance of Seller’s offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase products or receive services shall constitute Buyer’s assent to these Terms and Conditions.

1. Definitions.

“Buyer” means the entity to which Seller is providing Products or Services under the Contract.
“Contract” means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller’s final quotation, the agreed scope(s) of work, and Seller’s order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.
“Contract Price” means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.
“Products” means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.
“Seller” means Monti Inc.
“Services “means the services Seller has agreed to perform for Buyer under the Contract.
“Terms and Conditions” means these “General Terms and Conditions for the Sale of Products or Services”, together with any modifications or additional provisions specifically stated in Seller’s final quotation or specifically agreed upon by Seller in writing.

2. Delivery and Shipping Terms.
(a) Seller shall deliver Products to Buyer F.O.B. shipping point. Buyer shall pay all delivery costs and charges or pay Seller’s standard shipping charges plus handling. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

(b) Risk of loss shall pass to Buyer upon delivery pursuant to Section 2(a).
(c) Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

(d) Seller shall not be responsible for any additional freight costs if an expedited method is required to meet Buyer’s delivery date.

3. Cancellation of Purchase Order.
Buyer may cancel its order only with the prior written consent of Seller, which Seller may withhold in its sole discretion. All cancelations will be subject to payment to Seller of reasonable and proper cancelation charges. Buyer may return Products only with the prior written authorization of Seller. NO RETURNS SHALL BE ACCEPTED MORE THAN NINETY (90) DAYS AFTER DELIVERY OF THE PRODUCT FOR ANY REASON.

4. Contract Price.
(a) Buyer shall purchase the Products and, if applicable, shall pay for the services provided, from Seller at the Contract Price. All prices shall be confidential, and Buyer shall not disclose such prices to any unrelated party.
(b) All Contract Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel or real or personal property or other assets.
(c) The Contract Price excludes shipping and handling charges, which are the obligation of Buyer and will be added to the invoice if prepaid by Seller.

5. Payment Terms.
(a) Terms of payment are net cash thirty (30) days following the date of invoice.
(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees and court costs. In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.
(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise.
(d) If Buyer disputes any invoice or portion thereof, it shall notify Seller in writing within thirty (30) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.

6. Disclaimer of Warranty.
(a) Seller warrants that all products manufactured by Seller shall, at the time of sale, comply with applicable Seller specifications. All products not manufactured by Seller are sold only with the warranties provided by the manufacturer of products, if any. SELLER MAKES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Seller personnel are not authorized to alter this disclaimer of warranty.
(b) All Products are sold for commercial use only and are not intended for use by consumers. Accordingly, Seller disclaims all warranties to consumers, as defined by the Magnuson-Moss Act and/or applicable Canadian Consumer Protection Act.

(c) Seller specifically does not warranty that coatings, i.e. plating, paint… will not tarnish or deteriorate during storage at Buyer’s location. Seller shall not be responsible for any damages resulting from tarnished coatings

(d) Monti Inc. warrants that processing and finishing shall meet the Customer’s specifications supplied in writing with the order. When specification revision level is not called out by the Customer, the Customer will accept specification revision level on file at Monti Inc. Such processing and finishing shall be free from defect in material or workmanship. If the Customer specifies methods and procedures to be followed, Monti Inc. will assume no responsibility for the correctness of such methods and procedures or the result when they are followed. Monti Inc. does not warrant that material furnished by customer is suitable or fit for processing and finishing.

No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of materials by customer. Claims for loss or damage in transit must be filed by the customer with the carrier involved. No claim will be allowed for deformity, embrittlement, sticking, filling of recesses, tangling, nicking, introduction of foreign material, damage, or alteration of material in the finishing process, except by prior written agreement.

7. Limitation of Liability.
(a) In no event shall seller be liable to buyer or any third party for any loss of use, revenue, or profit, or for any consequential, indirect, incidental, special exemplary or punitive damages whether arising out of breach of contract, tort or otherwise.

(b) In no event shall seller’s aggregate liability arising out of or related to this contract, exceed the total of the amounts paid to seller for the products. Seller shall not be responsible for any inspection, retrofit or warranty costs that may arise from this contract.

 (c) This limitation of liability is a material basis for the parties’ bargain and reflects the bargained-for allocation of risks between Seller and Buyer, without which Seller would not have agreed to provide the Products or services at the price charged.

(d) If Buyer determines product does not conform to specifications, Seller shall be notified of the issue within 30 days of delivery of the product. Buyer must request an RMA number before returning product to Seller. If Seller agrees that the product does not meet specifications, a credit for the purchase price of those items shall be issued to Buyer. Any and all credits issued to Buyer must be redeemed within 365 days from the date of issuance. Seller reserves the right to cancel any credits older than 365 days.

8. Indemnification.
Subject to Article 10 hereof, each of Buyer and Seller (as an “Indemnifying Party”) shall indemnify the other party (as an “Indemnified Party”) from and against claims brought by a third party, on account of personal injury or damage to the third party’s tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller’s indemnity obligation, no part of the Products is considered third party property.

9. Adequate Assurance.
Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of: (i) Buyer’s insolvency, (ii) Buyer’s filing of a voluntary petition in bankruptcy, (iii) the appointment of a receiver or trustee for Buyer or (iv) the execution by Buyer of an assignment for the benefit of creditors. Seller reserves its right to suspend its performance until payment or adequate assurance of performance is received and reserves its right to cancel Buyer’s credit at any time for any reason.

10. Compliance with Laws.
(a) Seller shall take reasonable steps to ensure the Products are in conformity with applicable laws and regulations; however, Buyer acknowledges that Products may be used in various jurisdictions for various applications subject to disparate regulations and therefore that Seller cannot warrant compliance with all applicable laws and regulations. Seller disclaims any representation or warranty that the Products conform to federal, state, or local laws, regulations, ordinances, codes, or standards, except as expressly set forth by Seller in writing. Buyer shall comply with all applicable laws, regulations, and ordinances.

11. Termination.
In addition to any remedies that may be provided under these Terms and Conditions, Seller may terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract and such failure continues for thirty (30) days after Buyer’s receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

12. Amendment and Modification.
These Terms and Conditions may only be amended or modified in a writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of each party.

13. Waiver.
No waiver by Seller of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Force Majeure.
Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. Assignment.
Buyer shall not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Contract.

16. Relationship of the Parties.
The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. Severability.
If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. Survival.
Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Indemnification, Submission to Jurisdiction/Arbitration and Survival.

19. Complete Agreement.
These General Terms and Conditions constitute the entire agreement between Buyer and Seller relating to the subject matter hereof, and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof.

20. Language.
The parties have expressly requested that this Contract and all related documents be drafted in the English language.