AGREEMENT: The terms and conditions set forth herein govern all sales of products and/or services ("Products") manufactured and sold by NovaSignal to a purchaser of Products (a "Buyer") regardless of whether Buyer purchases Products through the medium of a written distributor or sales agreement ("a Sales Contract") or through written purchase orders, electronic orders, verbal or written quotations, or any other written or oral communications from NovaSignal and Buyer relating to the Products or to either party collectively or individually ("Sales Terms") refers to these terms and conditions as amended from time to time. NovaSignal reserves the right to modify or change the terms and conditions set forth in these Sales Terms. Buyer’s assent to these Sales Terms shall be conclusively presumed from Buyer’s failure to submit written objection thereto, or from Buyer’s acceptance of all or any part of the Products delivered.

ORDER OF PRECEDENCE: No addition to or modification of these terms and conditions will be binding upon NovaSignal unless specifically agreed to by NovaSignal in writing. If the Order or any other correspondence contains terms and conditions different from these Sales Terms, then acceptance of any Order by NovaSignal will not be construed as assent to such contrary or additional terms and conditions, or as a waiver by NovaSignal of any of the terms and conditions contained herein. In case of conflict with the Order, Sales Contract, or other document, these Sales Terms will control. Any reference to the Buyer’s purchase order or any other documents by NovaSignal will not affect or limit the applicability of the terms and conditions contained in these Sales Terms.

PERIOD: NovaSignal reserves the right to revise prices at any time without notice. Customer contract pricing is subject to the terms of the specific Order or Sales Contract in which the contract pricing is contained. Unless otherwise specified, (a) all new quotations, shipments and deliveries by NovaSignal are Ex-Works (EXW) unless otherwise specified, (b) NovaSignal designated facility, location as set forth in the applicable Sales Contract or Order, freight prepaid and added to the invoice; (b) all orders accepted are subject to NovaSignal’s price in effect at the time of shipment; and (c) all transportation and other charges are for the account of Buyer, including any increase or decreases in such charges prior to shipment. Orders are not binding upon NovaSignal until accepted in writing by NovaSignal. Any quotations given by NovaSignal will be valid for the period stated on the quotation.

TAXES: Any tax which NovaSignal may be required to pay on order through collection or otherwise or under any existing or future law upon or with respect to the sale, purchase, delivery, transportation, storage, processing, use or consumption of any Products described herein, including without limitation, any manufacturer’s tax, license, occupation tax, tax, sales, sales tax, excise tax, duty, custom, inspection or testing fees, or any other taxes, interest or charges imposed by any taxing authority upon or with respect to any property or revenues arising from sales of Products for the account of Buyer and shall be in addition to the price of such Products. Buyer shall promptly pay the amount thereof to NovaSignal upon demand but may, in lieu of such payment, furnish tax exemption certificates acceptable to the appropriate taxing authorities to NovaSignal. NovaSignal is required to pay any such taxes and other charges. Buyer shall immediately reimburse NovaSignal therefor.

PAYMENT TERMS: Except as otherwise set forth in the applicable Sales Contract or Order, Payment terms are Net 30 Days from invoice date in the U.S. or Net 45 Days from invoice date in Canada. Payment is deemed prepayment (excluding C.O.D. and Visa/American Express orders). If Buyer has an open credit memo on its account, it should be used to reduce Buyer’s next payment. Unless otherwise indicated, all payments are made to NovaSignal and not any wholly or partially owned or affiliated corporation of NovaSignal. All sales are subject to the prevailing tax liability rules of the country of delivery. NovaSignal maintains Buyer’s account accurately. Credits expire one year from the original date. Any discrepancy in an invoice or delivery may be communicated to NovaSignal by Buyer. Any further shipment until all discrepancies are made and satisfactory arrangements are reestablished; or (b) cancel the unshipped balance of any Order. Any amounts that are not due when due shall bear interest from the date payment was due until the date payment is received by NovaSignal, at the rate of interest equal to the lower of (i) 1.5% per month or (ii) the highest rate of interest permitted under applicable law. Buyer will be responsible for all costs of collection of uncollected invoices, including reasonable attorney’s fees.

CREDIT: All orders are subject to NovaSignal’s Finance Department. NovaSignal may at any time refuse to make shipment or delivery if Buyer fails to fulfill the terms and conditions of payment or fails to provide security in compliance with NovaSignal’s credit policy. The terms and conditions of credit are subject to change at any time. NovaSignal may require payment in full or other security in advance, without limiting the generality of the foregoing, if NovaSignal determines, in its sole discretion, that Buyer is subject to bankruptcy or any other insolvency proceeding, or fails to pay NovaSignal’s invoices as they become due, NovaSignal reserves the right to (a) cancel all or any part of a Sales Contract or Order; (b) delay or cancel any payment or shipment until such time as the outstanding account is made and satisfactory arrangements are reestablished; or (b) cancel the unshipped balance of any Order. Any amounts that are not due when due shall bear interest from the date payment was due until the date payment is received by NovaSignal, at the rate of interest equal to the lower of (i) 1.5% per month or (ii) the highest rate of interest permitted under applicable law. Buyer will be responsible for all costs of collection of uncollected invoices, including reasonable attorney’s fees.

REPORTING: To the extent that any discounts and/or rebates are issued by NovaSignal and received by Buyer with respect to Products under these Sales Terms, such discounts and/or rebates may be considered “Cash” in advance terms and/or (d) delay or cancel any Product shipment.

SHIPPING AND TITLE TO PRODUCTS: Unless otherwise agreed, NovaSignal will be entitled to determine the method of shipment (including transport companies, dispatch route, packaging). Title and risk of loss shall pass to Buyer upon delivery of the Products to the carrier.

SHIPMENT VERIFICATION: Any discrepancy in the quantity billed and the quantity received resulting from damage in transit or other circumstances, or errors, omissions, or variations, including without limitation, non-conformity of the Products to the specifications or any other material condition, will become the property of Buyer. Customer Care within 5 days of the date a shipment is received, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. NovaSignal will not provide proof of shipment delivery after 90 days. Products are received with damage to the exterior packaging, this damage must be noted on the carrier’s bill. Claims for normal warranty be reported to NovaSignal Customer Care within 30 days from the date of invoice, failing which, NovaSignal shall be under no liability for non-delivery.

EXPRESS LIMITED WARRANTY: NovaSignal shall extend to Buyer its published limited warranty (“Limited Warranty”) for Products as the same may be modified by NovaSignal from time to time.

INVENTIONS AND INTELLECTUAL PROPERTY: The sole rights of the Seller hereunder to Buyer is to no way in which Buyer may use, change, reproduce, use, or sell any patent application or patent or any invention, design, formula, process, method of manufacture, machinery, materials, products or apparatus developed by NovaSignal or any inventions, discoveries, patents, or other proprietary rights relating to the Products or with the Products or with the sale of the Products or with the use of the Products. In the event of any patent application or patent issued by NovaSignal, Buyer will be allowed no royalty or assignment of any Product sold hereunder; and, will not permit any person, corporation or entity to use, modify, disclose, or in any way distribute or make use of such information, and that it will not, and will not permit or authorize any other person or entity to, reverse engineer, manufacturer or engage to manufacture such products.

RETURNS:
1. Only Products that are damaged or faulty are authorized for return.
2. All returns must have written authorization from NovaSignal Customer Care, 1-877-638-7251 ext. 3. This authorization is an estimate, pending inspection by NovaSignal of returned Products.
3. Credit will not be issued for returned products without proper documentation.
4. Return Authorizations are valid for 30 days and Product must be received at designated NovaSignal location within 30 days from date of issue.
5. All returns are subject to NovaSignal inspection. NovaSignal reserves the right to destroy merchandise deemed unsalable.
6. Returns must be shipped prepaid to:

NovaSignal Corp.
2440 S. Sepulveda Blvd.
Suite 115
Los Angeles, CA 90064

ATTORNEYS FEES: If either party commences an action against the other to interpret or enforce the Order or these Sales Terms, or to recover any payment thereunder, or for any other cause of action, including but not limited to any breach of these Sales Terms, the prevailing party shall be entitled to recover from the other party’s reasonable attorneys’ fees, costs and expenses incurred in the prevailing party in connection with such action.

CUSTOMER SERVICE: All Orders are subject to these Sales Terms and to pricing confirmation, final acceptance and approval by NovaSignal’s Customer Care Department by phone at 1-877-638-7251 ext. 3 or through NovaSignal’s web site at www.novasignal.com. For convenience, Orders are also accepted via fax at 1-877-638-7251.

REMITTANCE ADDRESS:
NovaSignal Corp.
2440 S. Sepulveda Blvd.
Suite 115
Los Angeles, CA 90064

Customer Service Department: Telephone: 1-877-638-7251 ext. 3