

TRANSLUCENT TECHNOLOGIES Inc.

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TERMS AND CONDITIONS OF PURCHASE

1. All purchase orders accepted by Translucent Technologies Inc. (TTI) will be strictly under the Terms and Conditions stated herein.
2. Prices are quoted in writing by TTI, and these prices are firm, for a period of 60 days from the date of the quotation. All taxes will be added to the price, howsoever imposed. TTI will accept tax exemption numbers as appropriate.
3. Payment conditions will be arranged with each Buyer as appropriate. Term of payment is 30 days from date of the invoice. Interest will be charged at the rate of 18% per annum (1.5% per month) on overdue accounts.
4. All shipments of goods will be insured by TTI against damage in transit, unless otherwise requested. The Buyer must notify TTI within 7 days about receipt of any damaged goods.
5. Orders may be cancelled without penalty if done in writing at least 60 days prior to shipping. If an order is cancelled 30 to 60 days prior to shipping, 50% of the price will be due and payable upon cancellation. No cancellation will be accepted within 30 days of shipping.
6. TTI offers a limited warranty on workmanship, for a period of one year after shipping the products. This warranty is on a depot repair basis, and Buyer will bear all shipping charges related to the article's return to TTI. This is the only warranty offered by TTI, and TTI disclaims all other warranties, express, implied or otherwise, including without limitation any warranty of merchantability or fitness for any particular purpose.
7. TTI will not accept any liability to Buyer or third parties in connection with the ownership, use or any other activity where TTI products are used.
8. TTI's liability under or for breach of this agreement will be limited to the refund of the purchase price or license fee. In no event will TTI be liable for any special, indirect or consequential damages however caused whether for breach of warranty, negligence or otherwise.
9. Products sold by TTI are not designed, intended or authorised for use in life support, life sustaining, nuclear, or other applications in which the failure of such products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that TTI is not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold TTI harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.
10. Buyer certifies that it will be the recipient of products to be delivered by TTI. Buyer acknowledges that all products are subject to the export and/or import control laws and regulations of various countries, including the export administration laws and regulations of the United States. Buyer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required, and acknowledges that it shall not directly or indirectly export any TTI products to any country to which such export or transmission is restricted or prohibited. Products sold by TTI cannot be transferred, sold or re-exported to any party on the Entity List or Restricted Person List of the U.S. Department of Commerce, Bureau of Export Administration, any party designated by the U.S. Treasury Department's Office of Foreign Assets Control, and any party debarred or sanctioned for proliferation or terrorism reasons by the U.S. State Department.
11. The following patent numbers apply to this product:

Canada:	461,493
U.S.A.:	4,698,668
Europe:	0,136,085