

The following Terms & Conditions shall apply to the transaction(s) between Unique Distinctions Inc. ("Unique Distinctions") and you (the "Buyer") with respect to the sale of all goods and products by Unique Distinctions to the Buyer (the "Components"):

1. **GENERAL** - The terms and conditions of sale contained herein apply to all quotations made and all purchase orders entered into by Unique Distinctions. Unique Distinctions' failure to object to provisions contained in any communication from the Buyer shall not be deemed to be a waiver of these terms and conditions of sale. The Buyer's assent to these terms and conditions of sale shall be deemed to be given by implication unless the Buyer gives written notice of objection to Unique Distinctions promptly after receipt of this document. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in writing by Unique Distinctions before becoming binding on Unique Distinctions.
2. **ACCEPTANCE OF QUOTATION** - Unique Distinctions will issue quotations and/or invoices to confer pricing information to the Buyer. By signing the quotation, issuing a purchase order against said quotation, and/or issuing any type of monetary deposit against said quotation, the Buyer agrees to all terms and conditions set forth in this document and the terms and conditions found within quotations issued by Unique Distinctions.
3. **ACCEPTANCE OF ORDERS** - All orders from the Buyer are subject to acceptance by Unique Distinctions, and Unique Distinctions reserves the right to accept or reject any orders in whole or in part. Any quotation issued by Unique Distinctions is subject to change or cancellation by Unique Distinctions at any time without notice and in any event expires 30 days from its date, unless otherwise indicated therein or extended in writing by Unique Distinctions. A quotation does not constitute an offer by Unique Distinctions, and any order or orders placed thereon are not binding on Unique Distinctions until Unique Distinctions' acceptance in writing has been sent to the Buyer.
4. **ALL ORDERS FINAL AS PLACED** - Once confirmed by the Buyer, either through verbal authorization, in writing or by electronic transmission, all orders as submitted and processed via email, fax or mail are final. Any changes requested to be made to an order after confirmation (to which Unique Distinctions agrees) to be subject to a fee, and most likely will require a change to be made to the schedule and completion dates for production. Once confirmed, any errors, inaccuracies or omissions made during the placement and/or production of an order shall be the sole responsibility of the Buyer. No cancellations of orders will be accepted after receipt of confirmation. Unique Distinctions reserves the right to require minimum order quantities and/or values.
5. **PRICES** - Subject to the provisions herein, prices quoted or acknowledged by Unique Distinctions are firm for the quantities and the shipping schedules set forth in the quotation or order acknowledgement, but are subject to revision if quantities and/or shipping schedules are changed by the Buyer. All prices are in United States dollars unless stated otherwise.
6. **TAXES** - Unless otherwise specifically provided for in quotation or order acknowledgement, the amount of any present or future sales, revenue, excise or other tax applicable to the Components, shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof the Buyer shall provide Unique Distinctions with a tax exemption certificate acceptable to the relevant taxing authorities.
7. **TRANSPORTATION** - Unless specifically agreed upon in writing to the contrary, freight charges are not included in the unit price quoted by Unique Distinctions to the Buyer and the Buyer shall be responsible for arranging transportation of the Components at the Buyer's expense. In the event that Unique Distinctions has agreed to arrange transportation of the Components, the following provisions shall apply: (A) should the Buyer require a faster or alternative mode of transportation than that originally included in the unit price, the Buyer agrees to compensate the Unique Distinctions for the additional cost thereof. (B) Unique Distinctions reserves the right to require from the Buyer satisfactory security for performance of the Buyer's obligations prior to the manufacture, shipment and/or delivery of the Components. The failure to provide security if so requested by Unique Distinctions shall entitle Unique Distinctions to suspend manufacture, shipment and delivery of the Components without liability on the part of Unique Distinctions to the Buyer; and (C) Unique Distinctions reserves the right to charge, and the Buyer agrees to pay, for additional shipping and delivery charges in the event that the Buyer changes the delivery destination. All claims for loss or damage during transportation must be filed by the Buyer with the carrier and the Buyer hereby releases Unique Distinctions from same. Unless specific instructions are given by the Buyer, Unique Distinctions reserves the right to select carrier and routing. If, because of default of the Buyer, any shipment is diverted or returned to Unique Distinctions, the Buyer shall pay all transportation and costs incurred as a result thereof and the storage provisions contained in Section 8 herein shall apply. If the Buyer fails to fulfill the terms of payment, Unique Distinctions may defer further shipments or may at its option, cancel the unshipped balance of the order and all other of the Buyer's orders and return all deposits paid by the Buyer without liability on the part of Unique Distinctions to the Buyer or apply such deposits to any unpaid account issued by Unique Distinctions to the Buyer as the case may be. The Buyer shall and agrees to hold Unique Distinctions harmless for any loss and damage arising from delays in shipment or delivery of Components due to fires, strikes, lockouts, material shortages, labour trouble, floods, car shortages, embargoes, transportation delays, accidents or other matters reasonably beyond the power and control of Unique Distinctions.
8. **DELIVERY, STORAGE CHARGES, ADDITIONAL QUANTITIES AND UNIQUENESS OF COMPONENTS** - Unique Distinctions is not the manufacturer of the Components and does not guarantee the delivery date. The Buyer agrees that the delivery date will be set by the manufacturer and may be changed by the manufacturer. The Buyer agrees that Unique Distinctions shall not be responsible in any way for any delays relating to the delivery date and the delivery date provided by Unique Distinctions is an estimate only. The Buyer further agrees that Unique Distinctions will not be liable to the Buyer for any loss or damage arising to the Buyer as a consequence of the non-delivery, late delivery or costs of any expedited delivery of the Components. Unique Distinctions reserves the right to make partial and/or separate shipments and the Buyer agrees to accept and pay for the same. In the event that Unique Distinctions agrees to delay the delivery of the Components, or the Buyer is unwilling or unable to accept delivery of the Components, the Buyer hereby agrees to reimburse all storage charges incurred by Unique Distinctions plus a storage handling and carrying fee of 10% of the contract price plus applicable taxes. Such storage charges shall be paid on the 1st day of each month with the first payment to be made on the delivery date set out in the purchase order / invoice. In the event that the storage charges are not paid promptly the Buyer agrees that Unique Distinctions shall be deemed to be a storer and may exercise all rights and remedies as provided under the *Repair and Storage Liens Act R.S.O. 1990 Chapter R.25 (or as amended)*. Notwithstanding the foregoing, the Buyer acknowledges that the Components have been customized to the Buyer's specifications and are unique and Unique Distinctions is hereby released from any obligation to mitigate its losses by selling such Components to a third party. For Components supplied by Unique Distinctions, Unique Distinctions reserves the right to deliver up to 10% more than the exact quantity ordered and also reserves the right to deliver up to 10% less than the exact quantity ordered, and the Buyer is obligated to pay for the full quantity shipped.
9. **PAYMENT TERMS** - The Buyer agrees to pay for the Components according to the relevant purchase order or quotation. In the event the Buyer fails to make payment in full to Unique Distinctions when due, the Buyer's entire account(s) with Unique Distinctions shall become immediately due and payable without notice or demand. Credit facilities are only available to Buyers who have had their application forms approved by Unique Distinctions' credit department.
10. **DEFAULT** - If the Buyer wrongfully rejects or revokes acceptance of the Components covered hereby, or fails to pay in full the price for the Components when due, or repudiates an order, Unique Distinctions, shall have all the rights and remedies provided herein and by law and, without limitation of the foregoing, may recover as damages, the full purchase price plus a late payment and/or interest charge from the due date equal to two percent (2%) per month (being an annual interest rate of 26.82% per annum) on the unpaid balance of the purchase price plus any costs of collections, including legal fees, incurred by Unique Distinctions. As to all partially manufactured Components, Unique Distinctions may, at its option, complete their manufacture, and hold the Buyer responsible for their purchase price. Upon recovery of the purchase price by Unique Distinctions, the Components shall become the property of the Buyer.
11. **PROPERTY AND RETENTION OF TITLE**
References in this section to the Buyer are deemed to include the Buyer and any successors or permitted assigns of the Buyer. Property in or title to the Components will not pass to the Buyer until the purchase price has been paid in full. Until payment in full is made to Unique Distinctions, the Buyer must: (1) act in a fiduciary capacity in its relationship with Unique Distinctions; (2) hold the Components as a Bailee and/or in trust for Unique Distinctions; (3) Not transfer, sell, dispose the Components or provide them as security for any obligations owed by the Buyer to any third party. (A) Until the purchase price is paid in full, Unique Distinctions may, at any time after the purchase price is due to be paid, enter the Buyer's premises to retake possession of the Components and the Buyer hereby irrevocably authorizes and licenses Unique Distinctions to do so. (B) If, despite, the Components are sold by the Buyer to any person before the purchase price is paid in full by the Buyer to Unique Distinctions, without prejudice to any rights Unique Distinctions may have against any person, the Buyer shall (only for the purposes of protecting Unique Distinctions' interests under this clause) be deemed to be acting as agent of Unique Distinctions in selling the Components, and the Buyer must (1b) keep the proceeds of sale of the Components separate from any other assets of the Buyer; (2b) hold those proceeds for the benefit of any rights the Buyer may have against any person who purchases the Components with respect to that purchase including but not limited to the right to receive all moneys due by that person to the Buyer on any account, as trustee for Unique Distinctions; and (3b) if called upon by Unique Distinctions to do so, immediately pay those proceeds to Unique Distinctions or as Unique Distinctions directs. (C) Any item added to or combined with the Components by the Buyer or any person at the direction or request of the Buyer becomes and remains the property of Unique Distinctions until property in the Components passes to the Buyer in accordance with this clause (D) If any of the following occur (1d) a receiver or trustee in bankruptcy is appointed for the Buyer; (2d) the Buyer winds up operations or is served with any application to wind up the Buyer; (3d) the Buyer proposes to enter into an arrangement with its creditors; (4d) if the buyer commits an act of bankruptcy (5d) the ceases to carry on business; (5d) the Buyer will be in default of these terms and conditions and must immediately give Unique Distinctions written notice of same. (E) If Unique Distinctions receives notice or otherwise becomes aware of any of the events described in (e) above, notwithstanding any credit terms which may apply to the Components (or any of them) any right of the Buyer (or any person exercising the rights of the Buyer), to dispose of use or otherwise deal with the Components in the ordinary course of business or otherwise, terminates and; (1e) the Buyer must immediately return the Components to Unique Distinctions; and/ or (2e) the Buyer must account to Unique Distinctions in respect of the proceeds of sale of the Components; and/ or (3e) At its discretion, Unique Distinctions may enter the premises of the Buyer and retake possession of the Components. (F) To the extent permitted by any law, the Buyer shall indemnify Unique Distinctions and hold Unique Distinctions harmless against any loss, damage, costs, expenses, penalties, fines or claims suffered by Unique Distinctions arising from the exercise of the right of Unique Distinctions under this clause.
12. **INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT** - It is not the intention of Unique Distinctions to arrange the manufacture of any products which would be in violation of a third party's intellectual property rights, including any infringement of a patented or trademarked article and the Buyer acknowledges that the Components will be manufactured to the specifications furnished by the Buyer. Unique Distinctions assumes no responsibility for researching or authenticating the rights held by any third party or by the Buyer to a Component, including any patents, trademarks or copyrights. Any and all liability for any act of infringement rests with the Buyer, and the Buyer agrees that Unique Distinctions shall be released from any liability with respect to same. The Buyer agrees to defend and hold harmless Unique Distinctions from any and all claims, demands, expenses, actions, causes of action or other liability with respect to the infringement of the intellectual property rights of any other party.
13. **PROPRIETARY RIGHTS** - The sale of Components hereunder to the Buyer shall in no way be deemed to confer upon the Buyer any right, interest or license in any intellectual property, including, without limitation, any designs, patents or patent applications or design copyrights that Unique Distinctions may have covering the Components. Unique Distinctions retains for itself all proprietary rights in and to all intellectual property including designs, engineering details, and other data and materials pertaining to any Components supplied by Unique Distinctions and to all discoveries, inventions, patents and other proprietary rights arising out of the work done by Unique Distinctions in connection with the Components or with any and all Components developed by Unique Distinctions as a result thereof.
14. **LIMITED WARRANTY** - Unique Distinctions warrants that the Components sold to the Buyer will be free from any defects in material and workmanship subject to AQL / MIL-STD-105E Inspection Standards. Unless otherwise agreed upon in writing prior to acceptance of purchase order from Unique Distinctions to the Buyer, Unique Distinctions is solely responsible for categorising Critical, Major & Minor Defect Classifications as they relate specifically to AQL / MIL-STD-105E and will provide them only to the Buyer's Request. In the event The Buyer does not agree to the Defect Classifications provided by Unique Distinctions, Unique Distinctions will endeavour with The Buyer to form a prior to purchase order agreement of Critical, Major & Minor product defect classifications as they relate to each component. The Buyer agrees and accepts that Unique Distinctions makes no other warranty express or implied, and all implied warranties of merchantability and fitness for a particular purpose which exceed the aforementioned warranty are hereby disclaimed and the Buyer expressly releases Unique Distinctions from any and all liability therefor. The Buyer's approval of prototype shall be proof that the Component meets the Buyer's specification. The Buyer shall be responsible for providing specifications for the Components to Unique Distinctions and it is the Buyer's responsibility to ensure that the information provided is accurate. The Buyer acknowledges that Unique Distinctions will not be responsible for verifying the accuracy of the specifications provided by the Buyer. Any dispute about quality, condition or workmanship of the Components or otherwise in connection with the terms of these terms and conditions shall not entitle the Buyer to reject the Components. In the case of any dispute the Buyer shall take delivery of the Components, pay for the same, and make a claim under Unique Distinctions' warranty. Unique Distinctions' entire liability and obligation to the Buyer under this warranty shall be expressly limited to the replacement or crediting, as Unique Distinctions may determine at its sole discretion, of any defective or nonconforming Components for which the Buyer has first given written notice to Unique Distinctions of such defect or nonconformity in the manner as provided below. No claim under this warranty shall be valid unless within fifteen (15) days of its receipt of any Components hereunder, the Buyer shall furnish Unique Distinctions in writing notice of any defect in materials and/or workmanship or any nonconformity with any applicable specifications, specifying in detail any such defect or non-conformity. Absent such timely notice, the Buyer shall be deemed to have waived any such defect or nonconformity which could be determined based upon a reasonable inspection of such Components. With respect to orders contemplating a series of shipments of Components by Unique Distinctions, unless the Buyer notifies Unique Distinctions in writing within fifteen (15) days of the initial shipment of any nonconformity with any applicable specifications, then the Buyer shall be deemed to have waived such nonconformity with respect to subsequent shipments involving the same specifications. Other than with respect to the replacement, or crediting of defective Components by Unique Distinctions under the limited warranty as provided above, Unique Distinctions shall have no obligation to the Buyer with respect to any monetary damages or other losses by reason of such nonconformity or defect, and in no event shall Unique Distinctions be liable to the Buyer for any lost profits or consequential damages. Unique Distinctions shall have the option, exercisable in its sole discretion, of requiring the return to it the defective Components, transportation prepaid, for inspection. No warranty claim will be allowed which, in the opinion of Unique Distinctions, resulted from the Components being altered, or as a result from misuse, negligence or accident or damage incurred during transportation. In the event that some, but not all items of the Components are defective within the terms of the limited warranty set forth above, replacement or crediting of defective Components at Unique Distinctions' option shall apply only to such defective items falling within the terms of such limited warranty and the Buyer shall have no right to return or seek credit for any items not so defective. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE, AND UNIQUE DISTINCTIONS SHALL HAVE NO FURTHER OR ADDITIONAL OBLIGATION WITH RESPECT TO ANY COMPONENTS SOLD TO THE BUYER. ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE HEREBY DISCLAIMED.
15. **LIMITATION OF LIABILITY** - Unique Distinctions' sole liability and the Buyer's exclusive remedy for damages from any cause whatsoever (and regardless of the form of action) shall be limited to the replacement or crediting, at Unique Distinctions' sole option pursuant to the limited warranty set forth above, of the specific Components that Unique Distinctions agrees are defective in accordance with Section 14 above. In no event shall Unique Distinctions be liable for damages caused by the Buyer's negligence or for any lost profits or other incidental or consequential damages, even if Unique Distinctions has been advised of the possibility of such damages.
16. **NO OTHER WARRANTIES - ENTIRE AGREEMENT** - No employee or agent of Unique Distinctions is authorized to make warranties about the Components described in this agreement. ORAL OR WRITTEN STATEMENTS BY UNIQUE DISTINCTIONS' EMPLOYEES OR AGENTS, DO NOT CONSTITUTE WARRANTIES and shall not be relied upon by the Buyer, and are not part of the agreement of sale. The entire agreement of the parties is embodied in this document and NO OTHER WARRANTIES are given beyond those set forth herein. The Buyer hereby acknowledges that it has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.
17. **FORCE MAJEURE** - Unique Distinctions shall not be liable for any failure or delay in manufacture or delivery resulting from any cause beyond the reasonable control of Unique Distinctions, including by way of illustration and not by way of limitation, compliance by Unique Distinctions with any Government or military regulation, or from acts of God, fires, flood, explosion, or other casualty or accident, theft, climatic conditions, strikes, lockouts, factory shutdowns, or alterations, embargoes, outbreak of hostilities (whether or not war is declared), riots or other disorders, delays or shortages in transportation, or inability to obtain sufficient quantity of fuel, power, labour, manufacturing facilities of materials or other supplies from the sources of Unique Distinctions. Unique Distinctions shall not be held to the price of the Component or product in its quotation and/or order acknowledgement, in the event cost of materials as the result of the above paragraph, and being beyond the reasonable control of Unique Distinctions, would increase beyond what can normally be expected during the life of the contract. Should such cost increases occur, Unique Distinctions and the Buyer agree to re-negotiate the price for the Components based on the actual cost increases to Unique Distinctions for the Components as a result of said price increases of materials used in the manufacturing of the Component in question and the agreement shall terminate if the parties fail to reach such an agreement. Delays due to the act of God or other circumstances over which Unique Distinctions has no control shall not make Unique Distinctions responsible for airfreight charges or other faster modes of transportation that the Buyer may request to make up for any delay caused by circumstances as described above.
18. **JURISDICTION AND GOVERNING LAW** - This Agreement shall in all respects be governed by the laws of the Province of Ontario, Canada. The parties agree that all disputes in relation to or arising from this agreement shall proceed in the Ontario Superior Court of Justice in Newmarket, Ontario and the Buyer hereby consents to the jurisdiction of such court.
19. **VALIDITY** - No addition to, deletion from, or modification of any of the provisions of this agreement of Sale shall be binding upon Unique Distinctions, unless made in writing and signed by a duly authorized officer or employee of Unique Distinctions. Oral statements, warranties, or representations made by any agent or employee or representative of Unique Distinctions are not authorized by Unique Distinctions and shall be of no force or effect. These Terms and Conditions of Sale are the final, complete and exclusive statement of the terms of the agreement between Unique Distinctions and the Buyer. ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY THE BUYER ARE OBJECTED TO AND HEREBY REJECTED. A waiver by Unique Distinctions of any default by the Buyer or of any of these Terms and Conditions of Sale shall not be deemed to be a continuing waiver or a waiver of any other default or of any other of these Terms and Conditions of Sale, but shall apply solely to the instance in which the waiver is directed.
20. **ASSIGNMENT** - The agreement between the parties may not be assigned by either party without the other's express written consent which may be arbitrarily withheld.
21. **HEADINGS** - The headings contained in this agreement are for convenience of reference only and shall in no way define or limit the provisions hereof.
22. **SEVERABILITY** - If any provision of these terms and conditions are deemed unenforceable, such provision shall be severed and in no way should affect the remaining provisions, which will remain in full force and effect.