

STANDARD TERMS AND CONDITIONS

The sale and purchase of all goods are subject to the following terms and conditions. These terms and conditions may not be modified except by an agreement in writing signed by an authorized representative of AMERACE, A Division of Thomas & Betts (Ontario), Limited (hereinafter referred to as AMERACE).

1. **PAYMENT:** Invoices are payable to AMERACE within 30 days following their date of issue. All invoices are in the currency agreed upon at the time of the order, and must be paid in that currency.
2. **SHIPPING TERMS:** Shipments are ex works (Incoterms 2000). For shipments to the continental United States, Amerace will effect import clearance at no charge to the buyer.
3. **NO LICENSES:** Acceptance of Buyer's order does not obligate AMERACE to license or assign any patent or other industrial or intellectual property right. All tools, jigs, dies drawings, processes and other facilities of AMERACE used in the performance of this contract, shall remain the property of AMERACE unless otherwise agreed to in writing.
4. **TERMINATION:** In the event of any suspension of payment by the Buyer, or if either party shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt, or in the event of the appointment of a receiver or trustee or an assignee for the benefit of creditors of either party, the other party shall be entitled to terminate this contract.
5. **FORCE MAJEURE:** AMERACE shall not be responsible for damages caused by delay or failure to deliver due to unforeseeable causes beyond its control, including, but not restricted to Acts of God or of the public enemy, acts of the government, fires, floods, strikes and freight embargoes. Delivery schedules are subject to change without notice.
6. **WARRANTY:** AMERACE manufactures its goods to be exempt from defects. Should a defect occur in its products within two (2) years of the date of purchase, AMERACE upon notification of the defect within a reasonable period, may, at its choice, exchange or repair the goods or reimburse the purchase price. A proof of purchase is necessary to this effect. AMERACE sells this product on condition that the user will do a complete investigation to determine whether the product is appropriate for its intended use.
LIMITATIONS AND EXCLUSIONS: This warranty is in lieu of all other representations, conditions and warranties, expressed or implied, statutory or otherwise (including statutory implied conditions and warranties of merchantability and fitness for a particular purpose) and under no circumstances shall AMERACE be liable for any incidental or consequential damages or losses, including, without limitation, personal injury caused by improper use or application of any AMERACE product and in no event shall AMERACE's liability exceed the value of the goods purchased and sold.

Buyer has read the above warranty and limitation and exclusion clauses and understands and accepts their terms.

7. AMERACE is a "Just-in-Time" (JIT) supplier, and consequently all sales are final. For greater certainty, AMERACE does not accept return of products for restocking or any other reason unless due to an AMERACE error.
8. **GOVERNING LAW:** These terms and conditions shall be governed by and construed in accordance with the laws in effect in the Province of Ontario, Canada, to the exclusion of the Vienna Convention on the International Sale of Goods and shall be subject to the jurisdiction of the courts of that province.
9. **LANGUAGE:** AMERACE and Buyer have agreed that these Terms and Conditions as well as all other documents relative to this sale and purchase of goods shall be drawn up in English. AMERACE et l'acheteur consentent à ce que les présentes modalités et conditions et tout autre document relié à cette vente et achat de biens soient rédigés en anglais.