

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE:** This acknowledgement constitutes an acceptance solely upon all the terms and conditions contained herein of Customer's offer to purchase the goods specified herein and shall become the entire contract between customer and NuIMPACT Corporation, Markham, Ontario and shall supersede Customer's order form.
2. **PAYMENT CREDIT AND INTEREST:** NuIMPACT Corporation may in its sole discretion require payment in cash in advance of shipment or otherwise change the terms of Customer's credit or delay the shipment whether or not in transit or cancel Customer's order without NuIMPACT Corporation incurring any liability for loss or damage of any kind by reason of such change, delay or cancellation and with Customer remaining liable to pay for all goods already shipped. Interest on overdue payments shall be payable at the rate of one and half percent (1.5%) per month. In the event that legal action is taken by NuIMPACT Corporation, Customer shall be liable for NuIMPACT Corporation attorney's fees plus costs of such action. A \$20.00 charge will be assessed on all returned checks.
3. **SHIPMENT:** Delivery of all goods covered by this contract shall be F.O.B. NuIMPACT Corporation's warehouse. NuIMPACT Corporation reserves the right to select the means of shipment, and delivery shall be complete upon transfer of possession to common carrier whereupon all risk of loss, damage or destruction to the goods shall pass to Customer.
4. **PRICE AND TAXES:** Unless otherwise stated all prices quoted by NuIMPACT Corporation are based on CANADIAN dollars and are effective on the date of quotation only. All taxes, duties or assessments of any kind shall be added to the purchased price except to the extent that Customer shall have provided NuIMPACT with a tax exemption certificate acceptable to all relevant taxing authorities.
5. **OWNERSHIP:** Ownership to the goods shall remain with NuIMPACT Corporation until all payments have been made.
6. **WARRANTY:** NuIMPACT Corporation provides limited lifetime warranty for NuIMPACT manufactured memory module under normal use. In the case of products sold which are not manufactured by NuIMPACT Corporation, the warranty delivered to NuIMPACT Corporation by vendor or manufacturer of such products shall be assigned to Customer. No warranty shall be applied to any goods that have been modified or altered, and to goods that are defective due to misuse, improper installation. NuIMPACT Corporation's liability under this warranty shall be limited solely to the cost of any necessary repairs to replacement of or refunds of Customer's purchase price for the goods and NuIMPACT Corporation assumes no risk and shall not in any case be liable for any other damages, including without limitation any special incidental consequential or punitive damages.
7. **RETURN MERCHANDISE:** No return will be accepted after fourteen days from invoice date. Goods accepted for credit upon return will be subject to handling & restocking charge of twenty (20%) of the price of the goods. Custom-made and custom-order goods are not subject to return under any circumstances. In no case are goods to be returned without first obtaining an RMA (returned Material Authorization) number. Goods must be delivered to NuIMPACT Corporation in an undamaged condition and with the original packaging. Advance RMA replacement available for all D.O.A. (NuIMPACT branded memory modules only) reported within 7 business days of invoice date.
8. **FORCE MAJEURE:** NuIMPACT Corporation will make every effort to complete shipment but not limited to acts of God, fire, earthquake, etc.