



IRIZAR HEAVY INDUSTRIES INC
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STANDARD TERMS & CONDITIONS OF SALE

1. Taxes and duties: All taxes, duties and customs' fee payable in connection with this invoice on the territory of the Buyer's country shall be paid by the buyer. All such taxes, duties and custom fees payable on the territory of the shipping country shall be paid by us
2. Interest. Balances past due shall bear interest at 3% per month (36% per annum)
3. Down Payment: It is non-refundable
4. Sales are FOB: Vender's factory or warehouse unless otherwise stipulated. Charges for spotting, switching, handling, storage or other accessory services and demurrage shall be at Purchaser's expense.
5. Force Majeure: Neither party shall be responsible to the other for non-performance or delay in performance occasioned by any causes beyond its control including without limitation any acts or omissions of the other party, such as: acts of civil or military authority, strikes, lockouts, trade actions, embargoes, insurrections or acts of God.
6. Claims and Credits. Seller shall not be liable for any shortages or errors in or damage to the goods shipped to Purchaser unless written of such shortages, errors or damages are given by Purchaser to Vendor with 10 days of receipt of the goods.
7. Changes or Cancellation. Seller may accept Purchaser's request to change the specifications or processing of the goods, but shall reserve the right to charge Purchaser for all costs and services necessary for such changes. Orders for goods may not be cancelled and materials may not be returned by Purchaser except with the written consent of Vendor.
8. Entire Agreement. Seller and Purchaser acknowledge that this agreement constitutes the entire agreement between them and that no other representation or agreement, whether oral, written or otherwise, has been made other than the ones expressly stated herein. This agreement is not transferable or assignable by Purchaser.
9. Any disputes and disagreements which may arise from the present Contract-Invoice or be related to it, are to be settled in accordance with the International Commercial Arbitration Tribunal of Chamber of Commerce. The place of Arbitration shall be Edmonton Canada. Disputes and discrepancies are to be solved in accordance with substantive law and remedial legislation of Canada.

SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY ALLEGED DEFECTS OR FAILURES OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO DAMAGES RELATING TO USE OR LOSS OF USE OF THE EQUIPMENT, OR DELAYS IN MANUFACTURE, DELIVERY, OPERATION, OR USE OF THE EQUIPMENT. Unless otherwise specifically agreed to in writing, in no event shall Seller be directly or indirectly liable for any drawings, designs, parts, items, or materials specified or furnished by the buyer or its agents or suppliers for incorporation into the Equipment. In no event shall any damages in the aggregate payable by Seller as a result of any and all breaches of this contract by Seller exceed one hundred percent (100%) of the price for the Equipment.