

TERMS AND CONDITIONS

General Information

The facts and the recommendations made in this publication are based on our own research (consisting of our own seventy-eight years of combined experience) and the research of others, and are believed to be accurate. We cannot anticipate all conditions under which this information and our products, or the products of other manufacturers in combination with our products, may be used. **Therefore, all buyers, purchasers, users and others of our products and or products we distribute or re-sell are advised to make their own tests to determine the safety and suitability of each such product or product combination for their own purposes.**

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Terms of Sale

1. GENERAL– Acceptance: All quotations are valid for forty-five days unless otherwise stated. The nature of our business is such that we handle a large number of orders, many of, which specify terms and conditions that would add to, or differ from those set forth herein. **To negotiate individually with respect to these terms and conditions, which may vary from customer to customer, would seriously interfere with our service to all our customers. Consequently, notwithstanding any terms or conditions that**

may appear on the Buyer's purchase order NPH products are offered for sale only on the conditions and terms contained herein.

National Plastic Heater, Sensor & Control Inc., (NPH) is herein referred to as the "Seller" and the customer or person or entity purchasing products ("Products") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the sale constitute the complete and exclusive statement of the terms of the agreement governing the sale of Products by Seller to Buyer. Buyer's acceptance of the Products will manifest Buyer's assent to these terms and conditions. Seller reserves the right in its sole discretion to refuse orders.

2. PRICES AND TAXES - All prices are subject to change by Seller without notice. All prices specified herein are exclusive of any costs of any sales, use, value added, excise, gross receipts, business and occupation or similar present or future taxes imposed by any governmental body on the sale, delivery, use or other handling of the Products or in connection with any related or contemplated transactions.

In addition, prices for all cast-in heater products are budgetary and Seller has the right to amend such prices accordingly. And as the Seller, can determine the new prices on all purchase orders received from the Buyer providing Seller informs Buyer prior to the manufacture of such product(s). Should the Buyer not agree with the final pricing, then he will have the option to cancel said purchase order(s). Buyer must inform Seller in writing regarding such cancelation

3. EXCUSE OF PERFORMANCE - Seller shall not be responsible for non-performance or delays in performance due to acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Products, or to obtain material used directly or indirectly in the manufacture of the Products, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Products or such material (without obligation to acquire other supplies of any such Products or material) among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

4. WARRANTY - Subject to the limitations of Section 5, Seller warrants that the Products manufactured by Seller will be free from defects in material and workmanship under normal use and regular service and maintenance for a period of one (1) year from the date of shipment of the Products by Seller, unless otherwise specified by Seller in writing. Products purchased by Seller from a third party for resale to Buyer shall carry only the warranty extended by the original manufacturer. **This is the sole and exclusive warranty given by Seller with respect to the products and is in lieu of and excludes all other warranties, express or implied, arising by operation of law or otherwise, including without limitation, merchantability and fitness for a particular purpose whether or not the purpose or use has been disclosed to Seller in specifications, drawings or otherwise, and whether or not Sellers products are specifically designed and/or manufactured by Seller for Buyer's use or purpose.** This warranty does not extend to any losses or damages due to misuse, accident, abuse, normal wear and tear, Buyer's negligence, unauthorized modification or alteration, use beyond rated capacity, or improper specification provided by purchaser/buyer to seller, installation, maintenance or application. **NPH does not warrant any products against damage from corrosion, contamination, misapplication, improper specification or operating conditions beyond our control. Further, since NPH has no control over the use and sometimes misuse of the heaters, we cannot guarantee against burnouts.** To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Products and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void. If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period or within ten (10) days for quantity discrepancies, Buyer notifies Seller thereof in writing, Seller shall, at its option, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for that portion of the Products found by Seller to be defective or missing. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects or shortages. Products repaired or replaced during the warranty period shall be covered by the foregoing warranty for the

remainder of the warranty period or ninety (90) days from the date of shipment, whichever is longer. **Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Products, either alone or in combination with other products/components.**

5. LIMITATION OF REMEDY AND LIABILITY - The sole and exclusive remedy for breach of any warranty hereunder (other than the warranty provided under section 6) shall be limited to repair, correction or replacement, or refund of the purchase price under section 6.

Seller shall not be liable for damages caused by delay in performance and in no event, regardless of the form of the claim or cause of action (whether based on contract, infringement, negligence, strict liability, other tort or otherwise), shall Seller's liability to Buyer and/or its customers exceed the price paid by buyer for the specific products provided by Seller giving rise to the claim or cause of action. Buyer agrees that in no event shall Seller's liability to Buyer and/or its customers extend to include incidental, consequential or punitive damages. The term "consequential damages" shall include, but not be limited to loss of anticipated profits, business interruption, loss of use or revenue, cost of capital or loss or damage to property or equipment.

6. PATENTS - Subject to the limitations of the second paragraph of Section 5, Seller warrants that the Products sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid Canadian patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notifies Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperates fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringement arising solely out of the inherent operation, according to Seller's specifications and instructions of such Products. In the event such Products are held to infringe such a Canadian patent or copyright in such suit, and the use of such Products is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Products, or replace them with non-infringing Products, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Products and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Products without liability.

7. SPECIAL TOOLING - Notwithstanding any tool, die or pattern charges, all tooling and related items shall be and remain the property of Seller.

8. SHIPMENT AND DELIVERY - Shipments are made F.O.B. Seller's shipping point. Risk of loss of damage and responsibility shall pass from Seller to Buyer upon delivery to and receipt by carrier. Any claim for shortages or damages suffered in transit is the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. **While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed.** Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Products for which Buyer has not provided shipping instructions. If the shipment of the Products is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom.

9. TERMS OF PAYMENT - Unless otherwise specified by Seller, terms are net thirty (30) days OAC (on approved credit) from date of Seller's invoice in USD (US denomination) or currency. Seller accepts most major credit cards for payment towards purchase orders. In the event Seller accepts a credit card to be used as a deposit towards a purchase order and Seller extends credit to the Buyer/Purchaser for a maximum of 30 days (Net 30 days) for the balance owing, the Buyer/Purchaser agrees to allow the Seller as a remedy to use the Buyers/Purchaser's credit card (which is or may be on the Sellers records from time to time) to receive the balance or funds that are thirty (30) days or more past due on any purchase the Buyer/Purchaser makes. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and or other agreements with Buyer/Purchaser in the event Buyer/Purchaser fails to make any payment when due, which other agreements Buyer/Purchaser and Seller hereby amend accordingly. Buyer/Purchaser shall be liable for all expenses, including interest at 2% per month (24% per annum), attorney's and collection fees relating to the collection of past due amounts. Should Buyer's/Purchasers financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the Products

theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries.

10. RETURNS AND CANCELLATIONS - In the event Buyer/Purchaser desires to return Products, prior written return material authorization (RMA) approval of an authorized representative of Seller at Seller's home office located at Schomberg, Ontario, Canada is required. In the event of approval of a return request; (i) any allowed outgoing prepaid freight costs will apply, (ii) all returns must be shipped freight prepaid at Buyer's expense, **(iii) Sellers warranty does not cover shipping or transport costs from Buyer or Buyers customer to Seller,** (iv) Buyer must pay Seller's return and restocking charge. Buyer may cancel orders only for "stock" and/or other "off the shelf" products as determined only by the Seller, but not for "custom manufactured" products once manufacturing has begun and upon reasonable advance written notice from Buyer and upon Seller's written approval and payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such return and cancellation charges shall be conclusive.

11. GENERAL PROVISIONS - These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

Warranty & Limitation of Remedy & Liability

The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the province of Ontario, Canada. Buyer and Seller agree that the proper venue for allocations arising in connection herewith shall be only in Ontario and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.

National Plastic Heater, Sensor & Control Inc., (NPH) - warrants only that the Products and parts manufactured by NPH, when shipped, and the work performed by NPH when performed, will meet all applicable specification and other specific product and work requirements (including those of performance), if any, and will be free from defects in material and workmanship under normal conditions of use. All claims for defective or nonconforming (both hereinafter called defective) Products, parts or work under this warranty must be made in writing immediately upon discovery, and in any event, with one (1) year from delivery, provided, however all claims for defective Products and parts must be made in writing no later than eighteen (18) months after shipment by NPH. Defective and nonconforming items must be held for NPH's inspections and returned to the original f.o.b. point upon request. **The foregoing is expressly in lieu of all other warranties whatsoever, expressed, implied and statutory, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.**

Notwithstanding the provisions of this **Warranty And Limitation Clause**, it is specifically understood that Products and parts not manufactured and work not performed by NPH are warranted only to the extent and in the manner that the same are warranted to NPH by NPH's vendors, and then only to the extent that NPH is reasonably able to enforce such warranty, it being understood NPH shall have no obligation to initiate litigation unless Buyer undertakes to pay all cost and expenses therefore, including but not limited to attorney's fees, and indemnifies NPH against any liability to NPH's vendors arising out of such litigation. Upon Buyer's submission of a claim as provided above and its substantiation. NPH shall at its option either (i) repair or replace its Products, parts or work at the original f.o.b. point of delivery, or (ii) refund an equitable portion of the purchase price.

The foregoing is NPH's only obligation and Buyer's exclusive remedy for breach of warranty, and is Buyer's exclusive remedy against NPH for all claims arising hereunder or relating hereto whether such claims are based on breach of contract, tort (including negligence and strict liability) or other theories. Buyer's failure to submit a claim as provided above shall specifically waive all claims for damages or other relief, including but not limited to claims based on latent defects. In no event shall Seller's products and or products Seller distributes or re-sell's from time to time, will the Buyer be entitled to incidental or consequential damages and buyer shall hold NPH harmless therefrom. Any action by Buyer arising hereunder or relating hereto, whether based on breach of contract, tort (including negligence and strict liability) or other theories must be commenced within one (1) year after the date of shipment or it shall be barred.

Privacy Statement

National Plastic Heater, Sensor & Control Inc., (NPH) Privacy Statement

NPH respects your privacy. NPH does not sell, rent, or loan any identifiable information regarding its customers to any third party. Any information you give us is held with the utmost care and security and is only used to facilitate your business relationship with NPH.

Information Collection

NPH will explicitly ask when they need information that personally identifies you or allows them to contact you ("Personal Information"). Generally this information is requested when registering for the site, requesting a particular service, making a purchase, communicating with NPH, or entering a giveaway or sweepstakes. Examples of such information are: name, postal address, e-mail address, phone number, industry, channel, and product interests.

Use of Information

NPH, in many parts of the world, utilizes a representative network for best meeting your personal needs on a local level. These representative companies have access to much of the same information as NPH concerning customer-specific information. As a result, for the exclusive purposes of privacy issues and access to personal information, these representatives are not considered to be a third party, but rather, are considered to be part of the NPH organization in order to provide you with a higher level of service.

The Personal Information described above will be collected by NPH and any of its direct representative organization. Personal Information is used by NPH to assist in serving you more effectively. Personal Information is also used by NPH to improve the content of our Internet System, to customize the content and/or layout of our pages for each individual customer, to notify customers about updates to our website, and/or to contact customers for marketing purposes.

NPH may sell or share non-personal aggregate, or summary, information regarding its customers with partners or other third parties, but NPH does not sell or share any information at the individual customer level.

NPH may disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on NPH or the NPH Internet System; (b) protect and defend the rights or property of NPH, the site or the users of the NPH Internet System, and (c) act under exigent circumstances to protect the personal safety of users of NPH, the NPH Internet System or the public.

Reviewing and Updating Information

Whenever possible, NPH will provide you with the means to ensure that your Personal Information is correct and current. You may update your contact information at 877-674-9744.

To request that your Personal Information be removed from NPH's database, or to request that NPH no longer solicit you either by e-mail, telephone, regular mail or by any other means, please contact NPH directly at 877-674-9744 and request any such action. Please be sure to provide us with your exact e-mail address, name, address and/or telephone number(s) in order to be sure we handle your request correctly.

Cookies

NPH uses a feature of your Web browser called a "cookie" to assign a unique identification to your computer. Cookies are files that your Web browser places on your computer's hard drive. NPH creates and then uses these cookie files to track your clicks as you go through the NPH Web site.

Currently, NPH uses cookies to keep track of usage statistics, to tell us whether you have visited previously, and to help us determine whether you came from a particular Internet link or banner advertisement.

Cookies may also be used to help to save and retrieve information used on the NPH site such as contact information, preferences, saving you from having to re-enter this information upon every visit to the NPH Internet System. Cookies cannot be used by NPH to retrieve any personal information about you. NPH does not and cannot use cookies to retrieve personal information about you from your computer unless such information was knowingly and willingly provided by you.

Activity Logging

The NPH Internet System, as do most all Internet sites, writes to a log file common activity information such as IP addresses and browser types for systems administration purposes. These logs will be analyzed to constantly improve the value of the materials available to you on the website.

Contact Us

We use email links located on the "contact information" and "profile" page to allow you to contact us directly with any questions or comments you may have. We read every message sent in and try to reply promptly to every one. This information is used to respond directly to your questions or comments. We may also file your comments to improve the site and program, or review and discard the information. Your personal information is only shared with third parties with your explicit permission.

If at any time you believe that a NPH site has not adhered to these principles, please notify NPH and we will use all commercially reasonable efforts to promptly determine and correct the problem.

Modification of this Privacy Statement

NPH reserves the right, at its discretion, to change, modify, add, or remove portions of this policy at any time. Please check this page periodically for changes. By using this site, you are agreeing to the terms set forth in NPH's Privacy Policy. Your continued use of this site following the posting of changes to these terms will mean that you accept those changes.

Linking Policy Statement

User Policy - Outbound Linking Policy Statement:

Any link, (including hyperlinks, buttons or referral devices of any kind) used on this or any other National Plastic Heater, Sensor & Control Inc., (NPH) web page(s) is provided for the use and convenience of the visitor. The appearance of a link on this or any other NPH web page(s) does not constitute an endorsement, recommendation, or certification by NPH, nor should the presence of a link in any way be construed as a suggestion that the site has any relationship with NPH.

So You Want to Link to National Plastic Heater, Sensor & Control Inc., (NPH) Web Pages?

NPH encourages links to our pages, and many people have asked for a logo to use as a link. To ensure proper usage of our trademark/brand identity, we've presented one of them below for use in linking to our pages. All we ask is that you agree to follow a few simple rules when using our linking trademark/brand identity. If you have any questions, or have a proposed use that is not in strict conformance with these policies, please contact nph@nphheaters.com who will forward the message to the appropriate person.

1. The below NPH linking trademark/brand identity (the "Logo") may only be used as a link to NPH homepage (www.nphheaters.com) and for no other purpose. It may not link to other pages on your Web site, or to a third party Web site. You may not give the Logo to anyone else. This agreement also incorporates linking to www.nphheaters.com, however, NPH prefers that linking be done directly to www.nphheaters.com.

2. You agree and acknowledge that this is not a "trademark license" by which you are in any way using the Logo to indicate origin of any product or service you offer.

3. You agree not to alter the Logo in any manner, including proportions, colors, elements, etc., or to animate, morph or otherwise distort its perspective or two-dimensional appearance.

4. Do not use any of NPH names, logos, designs, slogans, or product trademark, or any other words or codes identifying NPH web sites in any "metatag" or other information used by search engines or other information location tools to identify and select sites, without NPH's express written permission for a particular use.

5. You agree not to use the Logo on any site that disparages NPH or its products or services, infringes on NPH intellectual property or other rights, or violates any state, federal or international law. Your use of the Logo must be truthful and not misleading. You agree not to use the Logo to imply any relationship with, or endorsement or sponsorship by NPH that is not true.

6. You agree not to display the Logo in a manner which displays it in a negative light, disparages it, or uses it in connection with immoral materials or any other way that detracts from the good taste and family values represented by NPH.

7. You agree not to use the Logo as a predominant feature on your Web site. This means (at a minimum) that it must appear smaller than your Web page title and your company logo, it may not be displayed larger or more prominently than other company logos on your page, and it should not appear at the top of the page, but rather at the bottom, along the sides, or in some location less prominent than the top.

8. You agree to display the Logo by itself. You agree not to use the Logo as a feature or design element of any other logo or any other name or trademark. However, subject to these conditions of use, other company logos may appear on the same Web page.

9. You agree to link only to the home page/first page of this site (www.nphheaters.com). Please do not incorporate any content from this site into your site (e.g., by in-lining or framing). Framing or in-lining is an infringement on the Copyright of NPH.

10. Unless required to use more specific trademark attribution language by any license or agreement you may have from NPH, you agree to use the following language on the page where the Logo appears or where there are other legal notices:

"National Plastic Heater, Sensor & Control Inc., the NPH logo and the NPHHEATERS web link are trademarks or registered trademarks of National Plastic Heater, Sensor & Control Inc."

11. NPH reserves the right to approve or disapprove the use of the Logo on your Web page (size, surrounding text, etc.) to ensure that it complies with these policies.

12. This Agreement applies only to Web pages, and not to other uses, such as documentation, product packaging, or other advertising or marketing materials.

13. You agree and acknowledge NPH rights in the Logo and agree not to adopt, use, register, or attempt to register anywhere in the world any logo or trademark confusingly similar to the Logo.

You agree that you will not at any time do or cause to be done, or fail to do or cause to be done, any act or thing, directly or indirectly, contesting or in any way impairing NPH right, title or interest in the Logo. You agree that use of the Logo shall inure to the benefit of NPH. If you happen to obtain rights in the Logo, you agree to give such rights back to NPH.

14. National Plastic Heater, Sensor & Control Inc. disclaims any warranties that may be expressed or implied by law regarding the logos, including warranties against infringement. you agree to indemnify nph from and against all claims and liabilities arising out of your use of the logo.

15. NPH reserves the right in its sole discretion to modify or terminate permission to use the Logo at any time. NPH reserves the right to take action against any use that does not conform to the terms of this Agreement, infringes any NPH intellectual property or other right, or violates other applicable law.