Terms and Conditions of Sale

All Alpha Group companies, as they may appear on the face thereof (hereinafter “Seller”) product sales are subject to the following terms and conditions of sale. Any order which contains terms and conditions in addition to or inconsistent with the following shall not be binding upon Seller unless acceptance thereof is made in writing by and signed by an officer of the company.

1. Formation of Contract. The buyer or customer (“Buyer”) will be deemed to have irrevocably accepted these Terms of Sale upon Buyer's acceptance of any of the goods (the “Goods”), without regard to whether Buyer is or is not an authorized reseller, and any inspection or rejection by Buyer, which is in any way inconsistent with or in addition to the terms of these Terms of Sale, will not be applicable to or binding upon Seller. Under no circumstances will Buyer be deemed to have accepted these Terms of Sale, if Buyer objects to any of these Terms of Sale such objections must be in writing and received by Seller prior to commencement of performance by Seller, and will not be binding on Seller unless agreed to in writing by Sellers authorized representative.

2. Prices. Invoiced prices will be based on Seller's prices at the time an order is received by Seller. Seller may, at Seller's discretion, quote pricing in either US Dollars or in Euros. Prices shall be EX WORKS (FOB), unless otherwise noted. Such FOB prices do not include any state, federal or local taxes, duties, fees or charges now or hereafter enacted, applicable to the Goods or to this transaction, all of which taxes and duties will be Buyer's responsibility.

3. Payment Terms. If Seller extends credit to Buyer, terms of payment shall not be more than 30 days after date of delivery. After the due date, the lesser of 1½% of the unpaid price (annual rate of 18%) or the maximum rate permitted by law, will be charged as interest on any amounts due and unpaid until paid in full. Invoices for all Goods will state a due date, which Buyer agrees to satisfy. If Buyer fails to satisfy such due date for any reason, including, but not limited to, negotiations as to whether any Goods have been delivered, then Buyer will notify Seller in writing at the time of sale of the new due date. Buyer agrees that a copy of the invoice utilized in connection with the purchase of Goods may be filed with appropriate credit reporting agencies and with governmental officials or their agents or instruments. Without limiting the generality of the foregoing, Buyer shall be solely responsible for all costs and expenses, including reasonable attorney's fees, to enforce or preserve Seller's rights hereunder, whether or not an action is commenced. Buyer agrees to pay to Seller for any and all of Seller's costs and expenses (including reasonable attorney’s fees) to enforce or preserve Seller's rights hereunder, whether or not an action is commenced.

4. Risk of Loss and Delivery. Title. Liability for loss or damage passes to Buyer when Seller delivers the Goods on consignment. Seller has the right to deliver in instalments. Shipping and delivery dates are approximate only. Seller will not be liable for any loss or expense (consequential, incidental or otherwise) incurred by Buyer if Seller fails to meet such dates for any reason, including, but not limited to, force majeure. In case of cancellation of any order, Seller reserves the right to resell the Goods sold. Buyer agrees that a copy of the invoice utilized in connection with the purchase of Goods may be filed with appropriate credit reporting agencies and with governmental officials or their agents or instruments. Without limiting the generality of the foregoing, Buyer shall be solely responsible for all costs and expenses, including reasonable attorney’s fees, to enforce or preserve Seller's rights hereunder, whether or not an action is commenced.

5. Commodity Inspection. In the absence of specific shipping instructions, Seller will ship the Goods by the method it deems most advantageous, EX WORKS, as specified in paragraph 2. Transportation charges will be collected on delivery or, if prepaid, the Goods will be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of Seller, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced. Shipping costs may include fuel rates and such other packaging costs deemed necessary by Seller. Claims or charges upon carrier must be filed by Buyer, and Seller will assist in tracing shipments upon request.

6. Inspection and Acceptance. Goods will be conclusively deemed accepted by Buyer unless a notice of rejection has been sent by Buyer within a 15 day period. Rejected Goods will be placed in safe storage for inspection by Seller.

7. Charge Orders. Buyer may not cancel any orders, revise quantity, deviate from specifications or shipping schedules, or return non-defective Goods unless by mutual agreement as to return and restock, in Buyer’s good faith, of defective and operable parts with all shipping charges and any applicable return charges prepaid. Under no circumstances will Buyer have the right at any time to change the amount of credit or terms of payment or to withdraw credit and demand full or partial payment in advance as a condition of making further shipments.

8. Compliance with Laws. Buyer shall comply in all respects with the export and re-import regulations of the country or countries in which the Goods will be shipped or in which they will be installed or used (the “Territory”). Buyer shall not ship, install or use the Goods or any part thereof to any country or countries, if so directed by Seller. Seller will have the right to repossess the Goods sold. Buyer agrees that a copy of the invoice utilized in connection with the purchase of Goods may be filed with appropriate credit reporting agencies and with governmental officials or their agents or instruments.

9. Warranty. Seller’s Right to Cancel. If Buyer is not in compliance with any of the terms or conditions hereof, Seller shall have the right to cancel this contract, whereupon Buyer shall promptly return the Goods and secure from Seller a release of funds held by Seller in connection with this contract. Seller reserves the right to refuse acceptance of any Goods returned for credit or a return specified by Buyer.

10. Contingencies/Fire Majeure. Seller will not be liable for any delay in performance or for nonperformance in whole or in part caused by the occurrences of any contingency beyond the control either of Seller or Seller’s suppliers, including but not limited to, war (whether an actual declaration is made or not), sabotage, terrorism, insurrection, riot or other act of civil disobedience, act of a public enemy, failure of or delay of government action, supplier failure, or failure to deliver or to install or to use to any other pertinent circumstances, each of which is to be deemed a separate contingency. Seller reserves a purchase money security interest in the Goods sold and its proceeds in the amount of the purchase price. In the event of default by Buyer in any of its obligations to Seller, Seller will have the right to repossess the Goods sold. Buyer agrees that a copy of the invoice utilized in connection with the purchase of Goods may be filed with appropriate credit reporting agencies and with governmental officials or their agents or instruments.

11. Modifications and Substitutions. Changes in specifications of Goods designed by Seller and substituting equivalent Goods manufactured to such modified specifications shall be made, if Seller shall find it necessary to do so, without Buyer's written consent. Buyer shall be liable for any changes that affect the performance characteristics of the Goods.

12. Seller's Right to Cancel. Seller has the right to cancel this contract if (i) Buyer breaches any of its obligations hereunder, or (ii) in Seller’s sole judgment, Buyer’s financial condition does not justify the terms and conditions of payment applicable from time to time and Buyer will not immediately comply with any modification of payment terms required by Seller in accordance with Section 3. If Seller exercises such right to cancel, Buyer will be liable for the charges and costs referred to in Section 3 in addition to any other remedies Seller may have hereunder or at law.

13. Waiver. The failure of Buyer or Seller to exercise or perform any right or remedy hereunder, or the failure of Seller to enforce at any time or for any period of time any of the provisions of this contract will not constitute a waiver of such provisions or of the right of Seller to enforce each and every provision.

14. Governing Law. The validity, construction and performance of this contract and the transactions to which it relates will be governed by the laws of the Province of British Columbia, Canada without regard to Canadian conflict of law principles. Subject to the foregoing, this contract is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns. Nothing in this contract will inure to the benefit of or be deemed to give any rights to any parties other than the parties hereto, whether by operation of law or otherwise.

15. Government Contracts. If the Goods to be furnished hereunder are to be used in the performance of a United States Government contract or subcontract, Buyer will notify Seller in writing at the time of order, and provide Seller with a United States Government contract number, as well as a copy of the applicable United States Government Contract. If Buyer’s order is accepted by Seller, these clauses of the United States Government contract or subcontract which are required by federal statute to be included in United States Government subcontracts will be deemed incorporated herein by reference and will control if inconsistent with any provisions of this contract.

16. Assignment. This contract is not assignable by either party, except that the Seller has the right to assign this contract to an affiliate or to the purchaser of all or substantially all of its assets, and Seller has the right to assign accounts receivable or the proceeds of this contract. Subject to the foregoing, this contract is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns. Nothing in this contract will inure to the benefit of or be deemed to give any rights to any parties other than the parties hereto, whether by operation of law or otherwise.

17. Severability. If any of these Terms of Sale is declared to be invalid by a court, agency, commission or other tribunal or entity having jurisdiction, the applications of such provisions to parties or circumstances other than those as to which it is held invalid or unenforceable will not be affected and any terms declared invalid or unenforceable will be valid and will be enforced to the fullest extent permitted by law and the rights and obligations of the parties will be construed and enforced as though a valid commercially reasonable term consistent with the understandings of the parties under the order has been substituted in place of the invalid provision.

18. Set-Off. Buyer may not set-off any amount owing from Seller to Buyer against any amount payable by Buyer to Seller whether or not related to this contract.

19. Protection of Party's Rights. The Official National Ordinance and any additional anti-dumping duties established outside of the United States of America, or which are to be ultimately shipped (either by Seller or Buyer) to destinations outside of the United States of America: (a) Compliance with Laws. At Seller’s request, Buyer shall identify in writing the country or countries into which the Goods will be shipped or in which they will be installed or used (the “Territory”). Buyer shall not ship, install or use the Goods anywhere other than in the Territory, and shall be solely responsible for obtaining all applicable import, export, customs, or duty, or other fees or charges in connection with the importation or exportation of the Goods, or any part thereof, into or from, the Territory and/or the United States regarding the export, import, sale or use of the Goods, or the labeling thereof, or any parts thereof, and/or the conduct of business or to this transaction, all of which taxes and duties will be Buyer's responsibility.

20. Payment. The terms and conditions of sale set forth in any other confirmation, shipment, invoice, or in any other writing from Buyer, which is in any way inconsistent with or in addition to the terms of these Terms of Sale, will not be applicable to or binding upon Seller. Unless Buyer is notified otherwise, Buyer must notify Seller in writing at the time of sale of the new due date. Buyer agrees that a copy of the invoice utilized in connection with the purchase of Goods may be filed with appropriate credit reporting agencies and with governmental officials or their agents or instruments.

21. Exclusive Remedy. All provisions of this Agreement are not exclusive of any other rights or remedies of Seller hereunder, which rights and remedies are cumulative.

22. Notwithstanding Section 3, at Seller’s discretion, quote transactions made in Euros.

23. Import and Export Requirements. Buyer shall not be required to make any shipment until payment is made consistent with the terms hereof. If Import and Export Requirements. Buyer shall, at its own expense, obtain all import and export licenses and permits, pay customs charges and duty fees, and take all other actions required to accomplish the export and import of Goods purchased by Buyer. Buyer warrants that it will comply in all respects with the export and re-export restrictions set forth in the export license for every product shipped to Buyer, and with all export regulations of the United States or any agency thereof. Buyer will not ship or allow the Goods to be shipped into a “prohibited country,” or to a “prohibited party,” as identified from time to time in such export regulations.