

SERVICE TERMS AND CONDITIONS

1) SERVICE

It is understood that the purchaser is to supply for purpose of tests and maintain for purposes of operating equipment fuel of proper type and quantity, electric current of proper characteristics and capacity and water and/or steam in proper volume and proper pressure at points where such electricity and/or water and/or steam are to be connected to the apparatus.

The purchaser must provide an adequate and properly located chimney flue of good draft according to applicable building codes. If present chimney flue is in any way defective or inadequate purchaser shall make necessary corrections at his own expense.

2) ACCESS

Purchaser agrees to grant and provide clear free access to premises and free use of stairways and elevators at all times during the process of installation of equipment.

3) BY-LAWS

If compliance with any building ordinance, rule, regulation, or permit requires changes or additions to be made in premises or building, where installation is to be made, or after installation is made, such changes or additions shall be made by purchaser at his expense.

4) TITLE

It is understood and agreed that the title and ownership to all products and equipment covered by this contract remain solely with the seller but at the purchaser's risk until the entire purchase price and other amounts due hereunder, if any, have been paid in full and the manner of installation and/or attachment to any equipment and/or any portion of the building structure in which the installation is made shall not in any manner jeopardize the seller's title.

5) PAYMENT

The purchaser agrees to pay proper finance and interest charges on any deferred amount and further agrees to execute, at the option of the seller, a chattel mortgage or other security agreement in favour of the seller, which chattel mortgage or security agreement, when so executed, shall become a collateral security for the due performance of this contract and shall, in no way change the obligation of either party hereunder and shall not, in manner jeopardize the rights and title of the seller to all equipment furnished as part of this contract, until the entire purchase price, together with all accumulated interest or financing charges and other payments due hereunder are paid in full.

Holdbacks to be released on unit completion.

6) DEFAULT

Time is of the essence of this contract. In the event that the purchaser makes default in payments of any amounts due hereunder or of any other obligation hereunder or becomes bankrupt or if a receiver is appointed over any of the purchaser's property or seller reasonably feels its security may be impaired then at the option of the seller the balance owing hereunder shall be immediately due and payable and the seller may sue for said amount and/or take possession of any/or remove the equipment and for such purpose may enter on the land where the equipment is located, without notice or demand. Further, AIR CONTROL CENTRAL, its employees, management, agents and/or subcontractors shall be held harmless for any and all damages to persons and/or property in all respects however caused. Seller may, at its option dispose of the equipment whole or in part, by public or private sale, lease, tender, auction or otherwise and upon such terms as it deems commercially reasonable and the purchaser shall nonetheless be fully liable for and deficiency in the net proceeds realize after deducting the cost of retaking and retaining possession, insuring, repairing, storing and disposing of the equipment. Seller's remedies may, at its option, be exercised successively or concurrently without derogation from or prejudice to any of its rights to exercise any other remedies.

7) UNAVOIDABLE DELAYS

It is further understood that the seller is not to be held responsible or liable for any loss or damage which is incurred as a result of any delay due to strikes, storms, fires, floods, act of God or any other cause beyond the control of the seller.

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47 Stewart Dr., RR 1 • Guelph, ON N1H 6H7 • Phone: 416-896-5385 • Fax: 519-833-9172

8) WARRANTY

The equipment manufacture's warranty is in lieu of other warranties, expressed or implied, statutory or otherwise, and in no event shall seller be liable for any damages, consequential or special or otherwise.

Purchaser acknowledges that this warranty does not cover the cost of labour involved in servicing or replacing the parts or components. If the user desires protection of this nature, he should purchase a service or maintenance contract which contract will be separate and apart from the equipment manufacturer's warranty.

This warranty shall not apply if the equipment has been subjected to misuse, negligence, accident in transit, or has been tampered with or altered in any way, or, if the equipment has been operated at inputs in excess of rated capacity. Also, this warranty shall not apply if the equipment has been operated in an atmosphere contaminated by chlorine or fluorine compounds.

9) OPERATION

Purchaser shall not use the equipment illegally or improperly and shall keep the equipment in good operating condition and repair and free from all liens, charges, and encumbrances until the entire purchase price and all other amounts due hereunder have been paid in full.

It is understood and agreed that the seller is not to be held liable for any claims or damages resulting from the installation, operation or use of the equipment furnished and/or installed by seller. Purchaser shall be liable for all loss or damage to the equipment, however caused, and assumes all the obligations and risks of an absolute owner, and agrees to indemnify and save harmless the seller from any and all loss or damage to persons or property caused by reason of ownership, use or operation of the equipment.

The seller is not to be held responsible for normal wear and tear or any damage arising out of neglect misuse or abuse or failure to use proper supplies and materials in the operation o the equipment. It is further understood and agreed that the seller is not to be held responsible for any failure in operation or performance which may result from the connection to or operation or equipment in conjunction with any other equipment furnished by the purchaser at the time of the original installation or added subsequently.

10) ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties. Purchaser and seller acknowledge and agree that there is no representation, warranty, guarantee, and condition or agreement, express or implied, statutory or otherwise except as expressly contained herein.

The headings used herein are for convenience and reference only and are not intended to modify, limit or otherwise reflect on the contents of their respective paragraphs.

11) OWNER APPROVAL

In the event building in which installation is to be made is not owned by purchaser, purchaser agrees to make any and all necessary arrangements and secure the approval of the permission of the building owner for this installation and under no circumstances is the seller to be held liable for any claims or damages arising on the part of the building owner or any other person made as a result of or arising from the installation of this equipment, or its use or operation.

12) OWNER'S RELEASE

The undersigned owner, lessor or lessee of the premises described herein assents to the affixing of the property described in the within contract to the said premises and assents to the reservation of title to the seller in said property under the terms of this contract and hereby grants unto the seller an irrevocable licenses to enter said premises and do all things to remove said property in the event that a default occurs under said contract.

Owner

Date