

TERMS AND CONDITIONS

TechPower Developments Inc.

1) The terms and conditions contained herein shall apply to all quotations and offers made by and purchases accepted by TechPower Developments Inc. These terms apply to all sales made by TechPower Developments Inc. except to the extent of the Terms conflicting with a Sales Agreement signed by TechPower Developments Inc and Buyer. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with terms and conditions affixed to the purchase order or other procurement documents issued by the Buyer. In such cases, the Terms contained herein shall govern the acceptance of the buyers order is conditioned upon Buyers acceptance of the terms and conditions herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication or acceptance and payment of products ordered her hereunder. TechPower Developments Inc failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes signed by an officer of TechPower Developments Inc before becoming binding on either party.

PRICES AND TAXES

Prices are subject to change on thirty days notice to Buyer. Any order that can be cancelled and rescheduled pursuant to paragraph 6 is subject to price change immediately. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, provincial tax, federal tax, turnover tax, import duty, including brokerage fees or other tax applicable to the manufacture or sale of any product. Such taxes when applicable shall be paid by the buyer unless Buyer supplies a proper tax exemption certificate.

PAYMENT TERMS

Payment Terms unless otherwise agreed in writing shall be net 30 days from the date of invoice. Buyer agrees to pay interest on any unpaid balance at a rate of two (2%) of the pretax invoice amount per month. This amount shall be added to the invoice amount or the unpaid balance. The two(2%) will commence on the the 31st day of the invoice date. TechPower Developments Inc may require payment in advance from BUYER in the amount of 50% upon receipt of the purchase order from BUYER, 50% upon the readiness of the shipment. All payment terms are based on the FOB point of TechPower Developments Inc. TechPower Developments Inc may offer to TechPower Developments Inc Authorized distributors the 3% cash in advance upon receipt of the Buyers purchase order. TechPower Developments Inc may offer to TechPower Developments Inc Authorized distributors 2% 10 net 30 day terms.

NON CONFORMING DELIVERY AND RISK OF LOSS

Buyer shall notify TechPower Developments Inc of any visible defects, quantity shortages or incorrect product shipments within seven (7) days of receipt of the shipment. Failure to notify TechPower Developments Inc. in writing of any visible defects in products or of quantity shortages or incorrect shipments within such period, shall be deemed an unqualified waiver of any rights to return the products on the basis of visible defects, shortages or incorrect shipments, subject to the Buyers rights under section LIMITED WARRANTY. The Seller shall retain a security interest in the products until the buyers final payment to TechPower Developments Inc for the products. Risk of loss and title shall pass to the Buyer as soon as the products have been placed with a transport agent .

ORDER CANCELLATION

Buyers may cancel any order for convenience on the following terms

1) Standard products, Buyer may cancel the order or reschedule a product without penalty if the cancellation is more than 30 days from the confirmed shipping date. Cancellation within the 30 days of a confirmed shipping date must be approved in writing by a TechPower Developments Inc sales manager and may be subject to a special charge or charges to the Buyer excluding applicable taxes. For non standard parts or systems which are work-in-process inventory at the time of cancellation Buyer shall pay at a price equal to the completed percentage of the product multiplied by the price of the finished product. Buyer shall also pay TechPower Developments Inc promptly this total amount in full.

RETURNS

Buyer may return standard UPS systems to TechPower Developments Inc within 7 days of receiving the items. These returned items will be subject to a 25% restocking fee. This fee will apply and be subject to the goods returned and inspected by TechPower Developments Inc. Upon inspections and agreement by TechPower Developments Inc. Products included, **AblereX**-Mars, MarsII, Jupiter, Jupiter Pro XL, Vesta Pro, DBL series, H Series and MeXL Series. 625Va to 3Kva 25% , 6Kva to 12Kva 35%, 18Kva 45%. Items larger than 18Kva shall be subject to a 60% return and restocking fee. Harsh environment system 1Kva to 3Kva shall be subject to a 75% restocking fee. System 6Kva and larger shall not be accepted as returnable under any verbal or written conditions. Traffic UPS systems DBL Series, XL Series and L Series shall be subject to a 50% restocking fee. Shipping shall be the sole responsibility of Buyer.

TPDI surge suppressors will be subject to a return policy of 90 days. This return policy will apply to TPDI Surge suppressors that are returned in **AS New** including all ancillary components included with the original TPDI surge and packing. All TPDI surge returned with less than all ancillary components shall be subject to a NON returnable items and will not qualify for return or credit. Any TPDI Surge returned with damaged or modified components will not qualify for a return policy. The TPDI Surge must be returned in it's original packaging in a condition acceptable to TechPower Developments Inc.

RETURN FOR CREDIT

Return for credit or exchange will be subject final inspection. Return Authorization must be requested by buyer from TechPower Developments Inc and be signed by authorized TechPower Developments Inc personnel and returned with any TechPower Developments Inc product within the return policy period. The return of any TPDI products by original buyer to TechPower Developments Inc may be used as a credit purchase toward any TechPower Developments Inc products offered.

Any Return or Credit to TechPower Developments Inc from buyer must be submitted in writing (RMA) at all times. Any shipping to TechPower Developments Inc from buyer shall be the sole responsibility of the buyer.

SHIPPING

Shipping terms are FOB Oakville Ontario Canada at TechPower Developments Inc dock only. Shipping to the buyers' location only when the buyers' location is submitted on the original purchase order. Shipping shall be the Best way only or suitable means suggested by the buyer. Shipping charges shall be buyers' responsibility and not TechPower Developments Inc responsibility. If the shipping directions are not submitted on the original purchase order from the buyer, then TechPower Developments Inc shall use the Best means to ship to the buyers location which will be subject to the shippers rate.

Purchase order of \$5,000.00 Canadian (five thousand dollars) or higher will be prepaid by TechPower Developments Inc. Prepaid shipments within Canada only.

RETURN AUTHORIZATION

Buyer may return standard and nonstandard items to TechPower Developments Inc for warranty repair. The RETURN AUTHORIZATION shall be considered when the approval in writing has been submitted and returned by the sales manager of TechPower Developments Inc. RMA shall include an identification number selected by TechPower Developments Inc. Buyer who submits returns for warranty repair without the correct RMA documentation shall be deemed nonconforming to documentation and conditions for repair. Buyer shall be responsible for shipping charges to TechPower Developments Inc. TechPower Developments Inc shall be responsible for shipping charges to Buyer.

LIMITED WARRANTY.

Except as specified below, products sold hereunder shall be free from defects in materials and workmanship and shall conform to TechPower Developments Inc published specifications for period of (2) two years from date of shipment of these products. The foregoing warranty does not apply to any products that have been subject to misuse, neglect, accident, or modifications or which have been altered. TechPower Developments Inc shall make the final determination as to whether the products are defective. TechPower Developments Inc sole obligation for products failing to comply with the warranty shall be at its option to either repair or replace or issue credit for nonconforming products where within 7 days of the expiration of the warranty period. (i) TechPower Developments Inc must receive in writing notice of any nonconformity. (ii) after TechPower Developments Inc written authorization Buyer has returned the nonconforming product to TechPower Developments Inc and (iii) TechPower Developments Inc has determined that the product is nonconforming and that such nonconforming is not a result of improper installation, repair or misuse. Warranties for H Series shall be a period of one year. Traffic Series shall be for a period of Two(2) years. Standard products shall be for a period of Two(2) years. Commercial ABLEREX UPS systems 625VA to 24KVA shall be for a period of 2 years from the date of shipment. 3 phase UPS systems shall be for a period of One (1) year.

THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED. IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE. TechPower **Developments Inc.** DOES NOT ASSUME OR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTIONS WITH ITS PRODUCTS.