



TERMS AND CONDITIONS TO ALL SALES

The following terms and conditions form a part of the Order Confirmation, and together with our quotation for business shall constitute the whole contract between Invicon Inc. O/A Unilux HVAC Industries Inc. ("Unilux") and the company Unilux is supplying its products to (the "Purchaser"). Any reference in the Order Confirmation to the quotation or quotation number refers only to the services provided and materials themselves and for no other purpose whatsoever.

1. Execution – One unaltered copy of this Order Confirmation must be signed by Unilux in the place indicated for acceptance and the Purchaser in the place indicated for acceptance and returned to Unilux within five (5) business days from its date, failing which the Order Confirmation is void. Both Unilux and the Purchaser represents and warrants that the person signing the Order Confirmation has the authority to bind that party to this purchase contract and the conditions within it.
2. Acknowledgement – Unilux and the Purchaser acknowledge they have reviewed all contract documents relating to this project which are relevant to the materials and/or services being provided by Unilux, including but not limited to the number of units ordered and specifications for such units which may include additional costs for non-standard items. Unilux and Purchaser have reviewed in detail all drawings, specifications, instructions and general and sub-contract conditions including all addendums, and agree that all labour and material to be supplied by Unilux as detailed in the Order Confirmation, comply with these documents and industry codes. The materials and/or services shall be supplied and performed by Unilux in accordance with the terms of the Order Confirmation. Should there be a conflict between the terms of the Order Confirmation and any other document related to the equipment and services to be supplied by Unilux and any other document related to this contract, the Order Confirmation shall prevail and the obligations of Unilux will be limited to the equipment and services listed on the Order Confirmation.
3. Enforceability – The Order Confirmation contains the entire agreement of Unilux and the Purchaser. It may not be modified or terminated orally, and no claimed modification, waiver or termination shall be binding without the written agreement of Unilux.
4. Terms and Payment – Subject to express agreed written alternative arrangements, payment will be net 30 days of invoice of partial or complete shipment of product, subject to credit approval. Products will be invoiced at time of shipment with invoice amount due based on percentage of completion of total Order Confirmation.
5. Warranty – The Order Confirmation is accompanied by the standard Unilux Warranty, a copy of which can be found on our website at www.uniluxvfc.com.



6. Delivery – Unilux shall schedule the first shipment for delivery following receipt of a signed Order Confirmation along with approval of all shop drawings and answers to all questions posed within. All delivery dates will be arranged upon agreement with Unilux and the Purchaser. Any item not listed on the signed Order Confirmation will not be delivered, and only the amount of items specified in the signed Order Confirmation will be delivered. Any changes to Purchaser requirements will require a new Order Confirmation to be generated and executed.
7. Freight – Freight shall be F.O.B. at the Woodbridge Ontario Unilux plant located at the address at the bottom of this page. Unilux representatives to be allowed at the job site. Unloading by the Purchaser.
8. Price – Quotation for business will be valid for 30 days from issue. Execution of same at a later date will require a new quotation. If product delivery which extends beyond six months from the initial shipment date, Unilux reserves the right to require surcharges in the event of material price fluctuations.