

TERMS AND CONDITIONS

Past due accounts are subjects to a late payment charge: 2% per month.

WARRANTY: LAKE SOURCE TECHNOLOGY, INC. (LST, INC., “SELLER”) MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE MATERIALS SOLD HEREUNDER. LST, INC. LIABILITY IS LIMITED TO REFUND OR REPLACEMENT OF PRODUCT SOLD BY LST, INC. AT LST, INC. DISCRETION. THERE ARE NO IMPLIED WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND BUYER AGREES THAT SUCH MATERIALS ARE PURCHASED IN AN “AS IS” CONDITION.

DISCLAIMER: Seller’s product are not recommended or authorized for life support, surgical implant or any other applications in which the failure of the above product could create a situation where personal injury or death may occur and buyer assumes all liability and risk if using above product for such applications. Buyer agrees to indemnify LST, INC. for all damages which may be incurred due to use of seller’s products in life support, surgical implant or any other applications in which the failure of the above product could create a situation where personal injury or death may occur.

INDEMNIFICATION: Upon receipt of the materials, Buyer assumes all liability of any nature arising out of the use, possession, or resale of above materials, and agrees to indemnify, protect, defend and save harmless Seller , its directors, officers and employees with respect to any claim, suit, action, judgement or liability of any kind arising of such use, possession or resale.

JURISDICTION: This agreement shall be governed by the laws of the Province of Ontario, Canada.

DELAYS AND NONPERFORMANCE: LST, INC. may not be liable for any nonperformance or delay of Buyer’s Purchase Order (s) caused by conditions beyond LST, INC. reasonable control. In the event of such delay or nonperformance, LST, INC. may without liability and at its own option, cancel any portion of said Purchase Order (s) or extend any date upon which performance is due.

ANY STATEMENT AS TO PRODUCT COMPLIANCE TO APPLICABLE LAW, including but not limited to products that are Pb-free or ROHS compliant is as provided to LST INC. by its suppliers, and LST INC. does not warrant its accuracy and will not be liable for any error in regards to such information. Customer uses the information at their own risk.

*EXPORT CONTROL: These technologies, commodities, or software were exported from Canada in accordance with Canadian export regulations. Diversion contrary to Canadian law is prohibited. **Customer also agrees to comply with United States Export Administration Regulations (EAR) anytime when goods purchased from LST INC. are subject to EAR. Buyer certifies it will not sell, transfer, export or re-export products purchased and sold under this agreement in violation of the export laws of the United States. Buyer understands that sale, transfer, export or re-export may require a license from the US Government and that transfers to certain countries are prohibited under US law. If this merchandise is exported, Buyer bears all responsibility to obtain any necessary export licenses from relevant US Government agencies.***