



1. PARTIES

- (a) "Buyer" means the party who purchases the services or products from Dent Tech Solutions Inc.;
- (b) "Dent Tech" means Dent Tech Solutions Inc.;
- (c) "Manufacturer" means the manufacturer of the products.

2. PRICE

Prices are subject to change without notice unless other arrangements have been agreed upon in writing. Possession of a price list does not constitute an offer to sell. Payments are due within thirty (30) days from date of invoice unless previous agreement has been made with Dent Tech.

A two percent (2%) per month charge (26.82% annually) will be applied to accounts past due.

3. CHANGES TO ORDERS

All changes or amendments to an order or agreement must be in writing and signed by Buyer and Dent Tech.

4. SHIPMENTS

All orders are shipped 'Prepaid & Collect' unless other arrangements are made prior to shipping. The means of transport will be at the discretion of Dent Tech. All claims must be made within ten (10) days from receipt of goods. Damaged goods must be reported to the carrier within 24 hours and damage claims must be filed by the Buyer.

5. RETURNS

Prior approval must be obtained before merchandise is returned for credit or exchange. Only standard merchandise of current manufacture and less than 30 days from date of original shipment will be accepted for credit.

Shipment of returned merchandise must be prepaid regardless of the warranty period. Buyer is responsible for any loss or damage during return shipping.

Returned merchandise will be valued at the lower of market or purchase price, and will be subject to a fifteen percent (15%) restocking charge in addition to any charges for reconditioning or repackaging.

6. PRODUCT CHANGES

Manufacturer reserves the right to make changes in product design without the obligation to accept previously manufactured products for alteration, exchange or credit. Manufacturer may discontinue products at any time without prior notice.

7. WARRANTY

Manufacturer warranties vary. Buyer acknowledges that Dent Tech provides no product warranties. Warranty on repairs is 90 days from date of repair.

8. NOT FOR RESALE

Buyer agrees and represents that it is buying for its own internal use only, and not for resale, unless previous agreement has been made with Dent Tech.

9. FORCE MAJEURE

Dent Tech shall not be liable for any of the following contingencies which, without limitation, might render performance impractical: strike, riots, fires, war, acts of God, government action or order, late or non-delivery by suppliers, assertion by third parties of infringement claims, and all contingencies beyond Dent Tech's reasonable control.

10. TITLE AND RISK OF LOSS

Unless otherwise agreed upon in writing, risk of loss shall pass upon delivery to Buyer at Buyer's shipping address. **Title shall pass upon full payment by Buyer to Dent Tech.**

11. NO CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES SHALL DENT TECH BE LIABLE FOR ANY INDIRECT, SPECIAL, PENAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON LOST GOODWILL, LOST RESALE PROFITS, LOSS OF INTEREST, IMPAIRMENT OF OTHER GOODS OR OTHERWISE AND WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE APPLICABLE LAW REQUIRES SUCH LIABILITY.

12. INDEMNIFICATION

Buyer hereby releases and agrees to indemnify, defend and hold harmless Dent Tech from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, loss, suits, demands, fines, penalties, judgments, omissions, damages or expenses whatsoever, including, without limitation, legal fees and costs in connection with, resulting from or relating to (i) any violation of these Terms and Conditions or (ii) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer.

13. GOVERNING LAW

This Agreement shall be treated as though it were executed and performed in the Province of Ontario, and shall be governed by and construed in accordance with the laws of the Province of Ontario. All actions shall be subject to the limitations set forth in Section 12 and must be instituted within two (2) years after the cause of action arose or be forever waived and barred. Should any part of this Agreement be held invalid or unenforceable, that portion only shall be declared separate, severable and distinct, and the remaining portions of this Agreement shall remain in full force and effect.