

## TERMS AND CONDITIONS

### 1. PRODUCT DESCRIPTION

The descriptions and illustrations contained in any catalogues, price lists and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the Contract.

### 2. ORDER CONFIRMATION

Innovatek will send a printed Order Confirmation to Buyer to confirm all terms and condition of all orders received. Buyer must review this Order Confirmation to verify all information is correct. If Buyer does not respond within 24 hours, we assume the Buyer has accepted all the terms and conditions and the information is correct.

### 3. NOTIFICATION OF DAMAGE OR LOSS

- 3.1. All claims for damage to or partial loss of materials in transit shall be submitted in writing to both the carrier and the Seller within 5 working days of receipt,
- 3.2. The Seller shall not be liable for loss or damage to the materials after receipt. In the absence of notification of claims within the times mentioned above the materials shall be deemed to have been delivered in accordance with the contract.

### 4. SHORTAGE AND ITEMS SHIPPED IN ERROR

- 4.1. All shortage of materials shipped by Seller must be reported within 5 working days of delivery. After 5 working days, there will be no credit issued or request for a replacement shipment honored.
- 4.2. Items shipped in error or incorrect items received instead of ordered items must be processed in accordance with the Return Materials Policy.

### 5. RETURN MATERIALS POLICY

- 5.1. Any return of materials without written authorization from Seller will not be accepted and will be returned at the Buyer's expense.
- 5.2. The request must be made within thirty (30) days of the invoice date and should include: (a) Innovatek's Invoice Number and Invoice Date; (b) Item Code/Number and description of item to be returned; (c) Quantity and Unit of Measure of the Item to be returned; (d) Reason for Return (please be specific); and (e) Customer's purchase order number.

- 5.3. Upon receipt of the above information, the request will be reviewed and the customer notified as to disposition. If materials are accepted for return, the customer will be forwarded written notice, documented with a Return Materials Authorization Number (RMA No.). This number must be marked on all shipping containers/cartons and packing slips for goods returned to Innovatek Medical Inc.
- 5.4. All materials must be returned within thirty (30) days of the RMA approval date, properly packed.
- 5.5. All materials returned must be in their original packaging and ready for re-sell.
- 5.6. The materials and quantities returned must be in accordance with those specified on the Return Materials Authorization.
- 5.7. If materials returned are not due to fault of Seller and within 60 days of invoice date a 20% restocking fee will apply.
- 5.8. Requests made after 60 days of date of invoice are generally denied or subject to a 50% restocking fee.
- 5.9. Items in the following classifications are NOT acceptable for return: (a) discontinued products, (b) products in obsolete packaging, (c) items made to special order (including private label), (d) products requiring refrigeration in transit, (e) broken cases, and (f) products with less than 6 months shelf life.
- 5.10. A credit/replacement will be made on all verified claims.

### 6. TERMS

- 6.1. Terms of payment are net cash within 30 days of the date of invoice (net 30).
- 6.2. The Seller reserves the right to levy an interest charge of 2% per month for any account remaining unpaid after 15 days from date payment is due hereunder.

### 7. EXTRA SHIPPING COSTS

Extra shipping costs incurred due to (a) temperature protection, (b) W.H.I.M.S., (c) Transport Canada, or (d) other government / industrial requirements will be added.

Effective December 1, 2007.

