

GENERAL SALES TERMS & CONDITIONS: TECH NICKEL Inc

The following terms and conditions are a part of all quotations and all orders accepted by TECH NICKEL Inc. (hereafter the Seller) and may not be added to, modified, rescinded, or waived in whole or in part except in writing by TECH NICKEL Inc.

Those present terms and conditions govern the relationships between the Seller and one of its clients or any third party (hereinafter referred to, interchangeably, as the Buyer), excluding consumers.

By virtue of the aforementioned provisions, the placing of the order by the Buyer commits the Buyer to comply fully and unconditionally with the present terms and conditions, which the Buyer acknowledges having previously read.

The Buyer may not cancel an order unless prior written acceptance is obtained from the Seller

Prices

Prices quoted are FOB – location indicated on the quote. The pricing is valid for 90 days from date of quotation and is subject to change without notice after 90 days. Pricing is net and does not include excise, sales, use and/or transportation cost and taxes of any taxing authority. If applicable taxes are not included in the invoice, such taxes may be invoiced later.

Terms of Payment

Acceptance of any order can only be made by the processing facility indicated in the quote. Terms of payment are Net 30 days unless otherwise stated. Should the Buyer not meet the terms of payment, the Buyer agrees that Seller may, at his sole option, impose interest on the unpaid balance at a rate of 18% per year simple interest.

Terms of Delivery

Buyer P.O. should include requested 'Ship date', which must be confirmed by the Seller on P.O. If 'Ship date' cannot be met, the Seller will notify customer and make note on P.O. Selection of 'Carrier' is responsibility of Buyer, unless otherwise agreed. The Seller accepts no responsibility for product once the product has left the shipping dock of the Seller's FOB location in case of Seller's FOB location terms or the shipping dock of HEF Group's global manufacturing facilities for products sold under FCA terms. The Seller has no control over 'Carrier' delivery time.

Whatever the method of shipment requested by the Buyer, all shipments by the Seller are invoiced as a lump sum or at actual price. Requests for specialized delivery shall be subject to a billable surcharge.

Title

Delivery of a product or service to a carrier shall constitute transfer of title, ownership, and possession, and the carrier shall therefore be deemed to be acting for the Buyer and the product shall be thereafter at the Buyer's risk.

The product or equipment travels at the risk of the Buyer, who is personally responsible for any average or damage occurring during transport or during loading and unloading of the product / equipment, including in the event that these operations are carried out by the Seller.

Title Retention

Notwithstanding the transfer of risks explained in "Title", the Seller retains the title to the product/equipment until full payment of the main price and all additional fees.

The Buyer agrees to keep the product/equipment in good working order until full payment of the sums due. Namely, the Buyer is obligated to use the product/equipment in accordance with the instructions given to the Buyer by the Seller.

The Buyer is forbidden, under any circumstances, to resell the product/equipment or to pledge or transfer the title to the product/equipment, as a guarantee, as long as the price has not been paid in full to the Seller.

As guardian, the Buyer must take out insurance guaranteeing the product/equipment from delivery until full payment of the price and must provide proof of this insurance at the first request of the Seller.

Intellectual Property and know-how

All intellectual and industrial property rights, as well as the know-how incorporated in the documentation provided, the products/equipment delivered, and the services rendered remain the exclusive property of the Supplier. Any transfer of intellectual property or know-how from the Seller to the Buyer shall be subject to a special prior written agreement.

Confidentiality

The Buyer and the Seller reciprocally agree to a general obligation of confidentiality of all elements (documents, drawings, exchange of computerized data, etc.) that may be exchanged.

Services

No warranty is expressed or implied as to the suitability of the services provided for the Buyer's intended use. Seller warrants that services offered will be performed in accordance with mutually accepted standards agreed upon by the Seller and Buyer. Seller further warrants that services provided will be performed in accordance with standard and customary manufacturing practices.

Limitation of liability

THE SELLER LIABILITY IS LIMITED TO THE PRICE OF THE SERVICE OR PRODUCT PROVIDED BY THE SELLER; AND MAY NOT EXCEED THE DIRECT, VARIABLE COST INCURRED BY THE BUYER TO MANUFACTURE OR PROCURE THE TREATED PART. THE SELLER WILL NOT BE LIABLE FOR ANY OTHER DIRECT OR INDIRECT COSTS, INCLUDING BUT NOT LIMITED TO DOWNTIME OR QUALITY RELATED COSTS INCURRED BY THE BUYER.

Precedence

The Seller rejects any terms or conditions in Buyer's order that are in conflict with, reduce or affect the foregoing terms and conditions. In the event of a conflict between the foregoing terms and conditions, and any other written or oral representations or understandings, the foregoing terms and conditions shall prevail.

Force majeure and exemption

The Seller may not be held responsible if, for reasons, acts, or circumstances outside the Seller's control, the Seller is prevented from fulfilling all or part of the Seller's obligations or commitments.

Accidents affecting production and storage of the Buyer's products, equipment or service, partial or total interruption of the supply of energy or raw materials, namely, transport failures, fire, flooding, breakdown of machines, total or partial strikes, administrative decisions, actions of third parties, war, and all other external events that could delay, prevent, or make it uneconomical for the Seller to carry out the Seller's commitments, are contractually deemed force majeure and shall constitute grounds for suspension or termination of the Seller's obligations, without recourse by the Buyer.

Jurisdiction and applicable law

The present terms and conditions and all expressly approved specific conditions constitute the law that must govern the reciprocal obligations between the parties.

All disputes not resolved amicably fall under the exclusive jurisdiction of the competent Court in the State of MICHIGAN, which shall be the sole competent court including for cases involving the involvement of third parties and multiple defendants. These provisions are not subject to change as a result of any specific clauses concerning location and methods of delivery and payment.

All questions concerning the present general sales conditions and the sales they govern not treated by the present contractual stipulations shall be governed by the Laws of the State of MICHIGAN (USA), to the exclusion of all other laws, and additionally, by International Convention.