



Terms and Conditions: -

1. Offer and Acceptance. Buyer has offered to purchase from Faultline Marketing Group Inc. (FMGI) the products ("Goods") described on the attached quote and/or sales order (collectively referred to as the "Acknowledgement"). FMGI's acceptance of this offer is expressly conditioned upon Buyer's assent to the Terms and Conditions set forth herein. If the Acknowledgement is submitted in response to a purchase order or other written or oral offer of the Buyer to purchase the Goods, to the extent that the Buyer's offer contains material conflicts, differences or additions (collectively, the "Conflicting Terms"), the Acknowledgement shall be considered a counteroffer to sell the Goods to Buyer under the terms and conditions herein contained, and any Conflicting Terms shall be void and of no force or effect and shall be deemed rejected and objected to by FMGI without further notice. Buyer's acceptance of any such counteroffer is exclusively limited to the terms and conditions set forth herein, which shall be deemed accepted unless Buyer makes written objection within five (5) days.
2. Payment. Unless otherwise provided in writing by FMGI, Buyer shall pay 50% partial payment prior to order commencement with the 50% remaining balance to be invoiced and paid in full within thirty (30) days of the invoice date. If the credit of Buyer is impaired at any time, in the sole discretion of FMGI, FMGI may require full payment in advance before further project completion or product shipment.
3. Shipment; Delays. All prices are FOB Mobile, Risk of loss and title to all Goods furnished by FMGI shall pass directly to Buyer at the FOB point of shipment. Shipping dates are estimated and under no circumstances does FMGI guarantee date of shipment. FMGI is not liable to the Buyer for any production or delivery delay or for any damages suffered by Buyer due to such delay, if such delay is, directly or indirectly, caused by war, acts of God, fires, floods, accidents, labor disputes, civil disturbances, action of government, shortages or failure of supply of labor, fuel, materials or equipment, transportation delays, or other causes beyond FMGI's control. In the event any of the above contingencies occurs, FMGI may cancel this Acknowledgement or any part thereof without any resulting liability.
4. WARRANTY; EXCLUSION OF WARRANTIES.
THERE ARE NO EXPRESS WARRANTIES HEREUNDER, EXCEPT THAT THE GOODS WILL, AT THE TIME OF SHIPMENT, BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. ALL IMPLIED WARRANTIES (INCLUDING, BUT NOT BY WAY OF LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
5. BUYER'S REMEDY.
THE PARTIES AGREE THAT THE BUYER'S EXCLUSIVE REMEDY SHALL BE REPAIR, REPLACEMENT OR CREDIT, AT THE SOLE OPTION OF N-TRON. IN NO EVENT SHALL N-TRON BE LIABLE OR RESPONSIBLE FOR ANY COSTS, DAMAGES, LOST PROFITS, LIQUIDATED DAMAGES OR PENALTIES OR FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF ANY DEFECTIVE GOODS.
6. Cancellation. Buyer cannot cancel an order accepted by FMGI and cannot return non-defective