

BN: 89040-1367

TERMS AND CONDITIONS OF SALE

Following are the Terms and Conditions applying to the Sale of Equipment by Mine Design Technologies (MDT) to the customer, as individual or organisation placing an order with Mine Design Technologies .

Prices:

Unless stated otherwise prices quoted are in Canadian dollars. Any alterations either before acceptance or during the currency of the contract shall be to the customer account, unless otherwise agreed in writing.

Quotations:

Unless otherwise stated, quotations will remain open for acceptance for a period of thirty days (30) after which they will be subject to confirmation by MDT before acceptance of an order.

Ordering:

Placing an order with MDT will indicate automatic acceptance of these terms and conditions unless agreed upon otherwise. Orders placed for the value of less than \$100.00 may incur a \$50.00 accounting fee. No order for goods will be accepted by MDT unless and until it is received by MDT in writing.

Delivery:

Freight is provided using MDT nominated carrier only which will be charged at the cost of freight plus a 15% administration fee, and is deemed to have occurred upon receipt of the goods at the customer's premises. Where the customer nominates a carrier, delivery is deemed to have occurred upon delivery to or collection by the customer's nominated carrier.

Risk and Ownership:

(a) The risk in all goods supplied shall pass to the customer on delivery by MDT to the customer.

(b) Property in the goods shall not pass from MDT to the customer until the customer makes payment to MDT for the invoice price of the goods. Until payment in full has been made the customer holds the goods merely as a bailee on trust for MDT. By giving reasonable notice MDT may require the customer to return any goods, which remain the property of MDT.

Payment Terms:

Unless otherwise provided for, payment terms are strictly within 30 days from being sent ex MDT's warehouse facility. MDT reserves the right to suspend shipments to any customer whose account is overdue. Goods to be purchased under finance will normally not be dispatched until MDT has been notified by the finance company that the finance has been approved.

Harmonised Sales Tax (HST):

HST at ruling rates will be charged on all goods and services supplied and will be collected by MDT on behalf of the Government of Ontario. No exemptions apply.

Claims:

Unless claims for non-delivery of goods, incorrect delivery of goods and delivery of goods not in accordance with the order are notified in writing to MDT within 7 days from date of delivery, then the said goods are deemed to be in all respects in accordance with the order and the customer shall be liable for and bound to pay for the goods. Any written notice must give details of the invoice number, invoice date and reason for claim.

Returns:

Goods ordered and shipped may only be returned after written approval (Return Authorisation Form) has been given by MDT and any credit due or any repairs/replacement under warranty shall be determined after inspection. A restocking fee equal to 30% of the sale price may be applied to goods returned for credit. Except for warranty claims, returns will not be accepted for any reason after 60 days from the date of shipment.

Goods approved by MDT for return must be sent freight pre-paid unless otherwise arranged with MDT. Goods approved by MDT for return freight collect will only be accepted if sent by MDT's nominated carrier.

Delay in Delivery:

MDT undertakes to make every effort to ensure that goods are delivered within the quoted delivery time. Orders for goods not delivered within the quoted delivery time may only be cancelled by the customer giving MDT 7 days' notice in writing of the intention to cancel such order and provided the goods have not been delivered by MDT within those 7 days.

Overdue Accounts:

MDT may charge the customer bona fide reasonable costs including the costs of any bank fees for dishonoured cheques, collection agencies, solicitor or other legal or accounting costs incurred in the collection of overdue monies.

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Warranty:

To the extent provided by law, the only warranty that applies to the goods and any work performed by MDT is included in the Installation Manuals of the respective products purchased, which are provided on MDT's website at <http://www.mdt.ca>.

Liability:

(a) Liability of MDT to the customer shall not in any case exceed the purchase price of the goods for which liability arises whether in contract or tort or however. MDT shall not be liable to the customer for any damages or consequential loss including loss of profit or any account however arising from any breach of contract and the customer releases MDT from any such claim.

(b) No warranty, term or condition shall be implied against MDT by statute, common law or otherwise. No representation, condition, term or warranty shall be binding upon MDT unless it is written and signed by MDT or a person authorised in writing by MDT.

Repairs:

Goods returned for repairs shall be accompanied by a Return Authorisation Form listing the faults found and the work required to be done. No work shall commence until the customer provides MDT with an official order number or written authorisation to proceed with the repairs.

Installation and Commissioning:

Unless itemised separately prices quoted do not include installation or commissioning.

Intellectual Property and Confidentiality:

The customer acknowledges that documentation accompanying the goods supplied and in particular any drawings, diagrams, descriptions or illustrations of goods, tables and specifications are or may be the intellectual property of the Manufacturer of the goods and may contain knowledge and information confidential to the Manufacturer. The customer undertakes to keep confidential such knowledge and information and not disclose it to third parties except in so far as it is already in the public domain or required to be exposed by law.

Force Majeure:

(a) Neither MDT nor the customer shall be responsible for any failure to fulfill their respective obligations under these terms and conditions if fulfillment has been delayed, hindered, interfered with curtailed or prevented by any circumstance which is not within the reasonable control of the effected party or by compliance with any order, demand, requirement, recommendation or request of any international, national, port, transportation, local or other authority or court having the appropriate jurisdiction or any person purporting to be or to act for such authority or court or any strike, lock out or industrial dispute whether or not MDT or the customer are parties thereto.

(b) If either party fails to perform its duties and/or obligations under these terms and conditions as a result of one or more of the reasons specified above that party shall give written notice to the other of its inability setting out the reason in question and the operation of the contract shall be suspended during the period in which the reason continues. Forthwith upon the reason ceasing to exist, the party relying upon it shall give written notice to the other of this fact. If the reason continues for a period of more than thirty (30) days and substantially affects the commercial intention of the transaction between the parties, the party not claiming relief under this term may terminate the contract upon giving seven days (7) written notice of termination to the other party. Termination shall be without prejudice to any of the rights and obligations of either party approved prior to the date of termination.

Notices:

Any notice required under these terms and conditions must be in writing, addressed to the other party and either delivered to that party's address, sent by mail or transmitted by facsimile or email.

(a) A notice given to a party under (a) above shall be duly given and received on the date of delivery on the third day after posting or on the day of transmission in the case of a facsimile or email.

Governing Law:

The Law of the Province of Ontario governs these terms and conditions and any legal proceedings pursuant to them.