

Please fill in the following fields, read the terms and conditions, print the form and agreement out, sign at the bottom of the form, and fax to: **604-270-3827**. You will receive a reply within 2 business days via e-mail. **Please note that the bank info, and trade references fields are optional. You do not have to fill those in.** There is a US\$50 fee for setting up your account. When approved, we will bill you for the US\$50 fee. The fee will be credited to your first order (any quantity order).

As well, please mail a signed copy of this form and agreement to:

Oxyenergy Electronics
PO BOX 32623
Richmond, BC, V6X 3S1
Canada

Company Info:

Company Name:

Contact Name:

Street Address:

City:

State/Province:

Zip/Postal Code:

Country:

Phone:

Fax:

Primary E-mail:

Secondary E-mail:

Website:

PST Exemption # (only for Canadian companies):

GST # (only for Canadian companies):

Date Business Started:

Company Type: Sole Proprietorship Partnership Corporation

States/Provinces in which applicant does business:

If you, the applicant, or any of the owners have declared bankruptcy, please describe them:

Ownership Info:

1st Owner:

First Name:

Middle:

Last Name:

Home Street Address:

City:

State/Province:

Zip/Postal Code:

Country:

Phone:

2nd Owner:

First Name:

Middle:

Last Name:

Home Street Address:

City:

State/Province:

Zip/Postal Code:

Country:

Phone:

Trade References:

1st Reference:

Company Name:

Contact Name:

Street Address:

City:

State/Province:

Zip/Postal Code:

Phone:

Fax:

Primary E-mail:

Website:

2nd Reference:

Company Name:

Contact Name:

Street Address:

City:

State/Province:

Zip/Postal Code:

Phone:

Fax:

Primary E-mail:

Website:

3rd Reference:

Company Name:

Contact Name:

Street Address:

City: State/Province: Zip/Postal Code:

Phone: Fax:

Primary E-mail:

Website:

Bank Reference:

Bank Account Number:

Bank Name & Branch:

Account Manager/Contact:

Street Address:

City: State/Province: Zip/Postal Code:

Phone: Fax:

TERMS & CONDITIONS

Oxyenergy Electronics Purchase Agreement

This Purchase Agreement ("Agreement") is entered into as of the date appearing below upon the acceptance of this Application and Agreement by Oxyenergy Electronics. ("Oxyenergy") and the person or entity identified herein as the Applicant ("Buyer"); govern, regulate and control the dealings and transactions between the parties hereto with respect to all purchases by Buyer of merchandise sold by Oxyenergy.

Term: This Agreement shall become effective on the date below on which Oxyenergy accepts and agrees to this Application and Agreement and shall continue in effect until December 31 of the year in which executed . Thereafter this agreement shall continue in effect until from January 1 to December 31 of each year , unless terminated by either party without cause on not less than thirty day's written notice, or immediately by Oxyenergy upon written notice for cause (the "Termination Date") Notwithstanding the termination of this Agreement, this Agreement shall remain in full force and effect as to all orders of merchandise by Buyer from Oxyenergy which are accepted , shipped or delivered by Oxyenergy prior to termination Date.

Order Procedures: All orders shall be subject to acceptance by Oxyenergy and shall be subject to the terms and conditions printed on Buyer's purchase orders which are inconsistent with or in addition to the terms and conditions herein shall be void unless specifically agreed to in writing by Oxyenergy. Acceptance of an order may be effected (a) by written acknowledgment, or (b) commencement of performance.

Prices: Prices for all merchandise sold by Oxyenergy to Buyer shall be the higher of those prices which appear on a written purchase order submitted by Buyer or Oxyenergy's sales representative or the Oxyenergy Invoice to Buyer accompanying or preceding the shipment of the order. All prices quoted by Oxyenergy in catalogs, or other printed materials, shall be subject to change from time to time without prior notice.

Payment: Invoices shall be dated the date of shipment from Oxyenergy. All purchases hereunder shall be payable in Canadian dollar currency or US dollar currency and shall be subject to interest of 12 for any past due portion. All returned checks shall bear a service charge of 2% of the purchase price which is not to exceed CAD\$1,000.00. The prices listed in all of Oxyenergy's brochures, materials, website, and quoted by Oxyenergy's sales representatives are in US dollars. Payment can be made by Canadian dollars or US dollars. If made by Canadian dollars, the exchange rate used will be the Bank of Canada rate as stated on <http://www.bankofcanada.ca/en/> on the date stated on Buyer's purchase order.

Shipment: All shipments shall be carrier designated from Oxyenergy. All purchases hereunder shall be shipped to Buyer's address as it appears on page one of this agreement or shall be shipped to Buyer's written address as stated on Buyer's purchase order. All merchandise is sold F.O.B. Oxyenergy's warehouse unless otherwise agreed upon in writing and signed by both Oxyenergy and Buyer. Buyer shall be responsible for all costs of insurance and freight.

Inspection: Buyer shall carefully inspect the merchandise promptly upon receipt and shall compare the goods ordered and shipped for all terms and shall notify Oxyenergy not later than 2 days after receipt of any apparent defect or nonconformity to Buyer's order. Buyer shall not, without written authorization, return any merchandise and shall return nonconforming or defective merchandise only upon Oxyenergy's written directions. All returns accepted and confirmed to be nonconforming merchandise shall be for the account of Buyer. However, no credit will issue for products damaged by use or handling or otherwise not nonconforming.

Warranties; Limitation of Liability: Oxyenergy's sole and exclusive liability and obligation hereunder shall be limited, at Oxyenergy's option, to either replacing or repairing merchandise determined to be defective or otherwise nonconforming or alternatively, Oxyenergy shall be entitled to credit the sales price thereafter towards future purchases by Buyer. Oxyenergy expressly disclaims making any warranty of any kind, express or implied, including warranties or merchantability or fitness for a particular purpose and all merchandise hereunder is sold as "as is" and with all faults, subject only to the provisions of paragraphs "6" and "7" hereof with respect to the return of defective merchandise. However, nothing herein contained is intended to limit the warranty of the manufacturer of the merchandise, if applicable.

Further Limitation of Liability and Indemnity: Oxyenergy shall not be liable to Buyer for indirect, incidental or consequential damages of any kind or nature (including lost profits, revenues or business opportunities) arising out of or resulting from any delay in, or failure of, with respect to merchandise sold or any other performance under this Agreement. Buyer shall hold Oxyenergy harmless and shall indemnify Oxyenergy and its officers, directors, shareholders, employees and representatives from and against any claim or suit brought against them by any third party on account of merchandise sold to Buyer hereunder, and from any claim, action, proceeding, etc. from any loss, cost or expense any of them may incur by reason thereof (including attorney's fees).

Assignment: Buyer may not delegate any duties not assign any of it's rights or claims under this Agreement without the prior written consent of Oxyenergy and any such attempted delegation or assignment shall be void.

Attorney's Fees and Costs: In the event that any invoice or other obligation hereunder is not paid when due, and Oxyenergy elects to take any action, or to prosecute any action or proceeding in furtherance of collection, or to enforce any provision of this Agreement, the prevailing party in such action or proceeding shall, in addition to any other recovery which may be awarded, be entitled to recover attorney's fees and costs incurred.

Applicable Law, Jurisdiction and Venue: This Agreement shall be deemed to be made and performed in the City of Richmond, BC, Canada, and shall be governed by the laws of the province of British Columbia, Canada. By executing this Application and Agreement, Buyer agrees to be subject to, and does hereby submit himself, herself or itself to the personal jurisdiction of the courts of the province of British Columbia, Canada.

Enforceability: No waiver or breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Any provision or portion of these terms and conditions found void or unenforceable shall not render the remainder of the terms and conditions void and unenforceable.
Buyer's Warranties: Buyer represents and warrants that it is a merchant dealing in goods of the type of merchandise sold hereunder, is purchasing such merchandise for resale at retail, and that the information contained on the check acceptance application is true and correct.

Fee for Account Activation: By agreeing to this agreement, the Buyer agrees to pay Oxyenergy Electronics an account activation fee of US\$50, if the account is approved. The fee is non-refundable. If the Buyer is not approved, then there will not be any fees.
The fee will be credited to your first order (any quantity order).

Entire Agreement: This Agreement constitutes the entire agreement between parties and supersedes any other agreement whether oral or written that may have been entered into by the parties and shall prevail over any contradictory terms and conditions in any purchase order, acceptance, acknowledgment, or other standard forms used by the parties in performing this agreement.

The person, partnership or corporation whose name is set forth above ("Buyer") certifies to Oxyenergy ("Oxyenergy") that the foregoing information is true and correct, and acknowledges that Buyer is supplying such information to Oxyenergy to induce Oxyenergy to accept Buyer's credit and/or checks as payment for purchases by Buyer or merchandise from Oxyenergy.

This document, only when signed by Oxyenergy, shall be a legally binding contract between the parties.

In witness whereof, the parties have executed this Agreement as of the date and year so indicated:

Buyer Name: _____ Title: _____ Date: ___/___/___

Signature ("Buyer"): _____

Second Buyer Name: _____ Title: _____ Date: ___/___/___

Signature ("Second Buyer"): _____

Witness Name:

Signature ("Witness"): _____

Accepted:

Oxyenergy Electronics

By: _____

Title: _____

Date: ___/___/___

Please fill in the form above, read the terms and conditions, print the form and agreement out, sign it, and fax to: **604-270-3827**. You will receive a reply within 2 business days.

As well, please mail a signed copy of this form and agreement to:

Oxyenergy Electronics
PO BOX 32623
Richmond, BC, V6X 3S1
Canada

Office Use Only Below:

Your Account Associate: _____

Your Account Number: _____