

Bcompact USA's Terms and Conditions of sale of Goods

1. Sale of Goods

Except as otherwise stated in this Agreement or in writing the deposit is non-refundable upon cutting of the stringer of the Buyer's Goods. Full payment of the Goods will be made when Bcompact USA generates the bill of lading for the shipping carrier. Please note, by making deposit or payment you are accepting Bcompact USA's terms and conditions.

2. Delivery of Goods

The Goods will be deemed to be received by the Buyer when they are received by the carrier. The method of shipment will be within the discretion of the Seller with a priority given to cost savings. However, the Buyer may request a method of shipment. The Buyer is responsible for the truck, rail, or air freight for delivery.

3. Risk of Loss

Risk of loss will be on the Buyer from the time of delivery to the carrier. The Buyer may provide, at their expense, insurance on the Goods insuring the Seller's and the Buyer's interest as they appear, until payment in full to the Seller.

4. Force Majeure

Bcompact USA shall not be responsible for cancellation or delay in delivery or performance resulting from causes beyond its reasonable control, include, but not limited to: acts of God; strikes or other labor disturbances; equipment failure; delays in transportation; inability to obtain parts; war; acts of terrorism; riot; epidemics; floods; fires; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which a basic assumption on which the purchase was made.

5. Warranties

As these are entirely newly patented Goods with unique operational mechanisms and compact designs, there are no NCC or US standards in place to suit but these are designed and follow as closely as possible to, AS1657 4.2.1. and NCC part 3.9.1.2. as guides.

Therefore, we cannot provide certification from any US governing body yet. Many of our Goods are usable in unoccupied areas per current IBC code, however, it is up to each individual customer to decide if this is an optimal fit and that these Goods meet all local building and applicable codes.

Clients are fully aware that they use these Goods entirely of their **own volition and take all and full responsibility when using these Goods**. Bcompact USA warrants that the Goods will be fit for the purpose for which such Goods are ordinarily used. Bcompact USA can provide a 3-year warranty against manufacturing defects, excluding raw material due to its variable nature, for parts and service.

EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE SELLER REGARDING THE GOODS.

6. Inspection of Goods

The Buyer has the right of inspection prior to delivery to the transportation carrier either by:

- a. Per request using video, photo, email, manufacturing reporting boards, or
- b. In person, at Buyer's expense

7. Claims

The Buyer's failure to give notice of any claim within 15 days from the date of delivery will constitute an unqualified acceptance of the Goods and a waiver by the Buyer of all claims with respect to the Goods.

8. Remedies

The Buyer's exclusive remedy and the Seller's limit of liability for any and all losses or damages resulting from defective Goods or from any other cause will be for the Purchase Price of the particular delivery with respect to which losses or damages are claimed plus any transportation costs actually paid by the Buyer.

9. Cancellation

The Seller reserves the right to cancel this sale:

- a. If the Buyer fails to pay for the deposit or balance when due.
- b. In the event of the Buyer's insolvency or bankruptcy; or
- c. If the Seller deems that it's prospect of payment is impaired.

10. Mediation

If any dispute relating to this Agreement between the Seller and the Buyer is not resolved through informal discussions within 14 days from the date a dispute arises, the parties agree to submit the issue before a mediator at the expense of the party requesting mediation. The decision of the moderator will not be binding on the parties. Any mediator must be a neutral party acceptable to both the Seller and the Buyer.

11. General Provisions

Headings are inserted for the convenience only and are not to be considered when interpreting this Agreement, words in the singular mean and include the plural and vice versa. Words in the masculine mean feminine and vice versa.

12. All representations and warranties of the Seller contained in this Agreement will survive the closing of this Agreement.
13. The Buyer may not assign its right or delegate its performance under this Agreement without the prior written consent of the Seller, and any attempted assignment or delegation without such consent will be void. An assignment would change the duty imposed by this Agreement, would increase the burden of risk involved and would impair the chance of obtaining performance or payment.
14. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement

15. This Agreement will be governed by and construed in accordance with the laws of the state of Colorado, including the Colorado Uniform Commercial Code and the Seller and the Buyer hereby attorn to the jurisdiction of the Courts of the state of Colorado
16. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the state of Colorado on the date of the Agreement.
17. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of the Agreement will remain in full force and effect
18. This Agreement will inure to the benefit of and be binding upon the Seller and the Buyer and their respective successors and assigns.
19. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Goods but has relied upon its own inspection and investigation of the subject matter.