



Gemini Gas Springs Inc.
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GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. General

These General Terms and Conditions of Sales and Delivery apply to all business dealings between Gemini Gas Springs Inc. and the customer. The purchaser's General Terms and Conditions do not become a part of the contract and shall not be binding Gemini Gas Springs Inc. even if the seller accepts payments and makes deliveries unless applicability of the same is agreed in writing. Customer will be deemed to have assented to all Terms if any product is accepted by the customer.

2. Quotations

All quotations are without any obligation and valid for a period of one month unless specified in the quotation. Any change in quantity or product requested by the customer will affect the quoted price and if applicable, delivery time and is only accepted in writing. All drawings and samples enclosed with a quotation will remain the property of Gemini Gas Springs Inc. and shall be treated confidentially by the customer and if requested returned to Gemini Gas Springs Inc.

Gemini Gas Springs Inc. accepts no responsibility for incorrect or incomplete details or information given. Drawings and images from the catalogue or website are indicative for guidance use only.

3. Formation of contract

No order is binding until Gemini Gas Springs Inc. confirms the order in writing or in absence of this confirmation delivers the goods to customers pursuant. Gemini Gas Springs Inc. will reserve the right to refuse an order from the customer for reasons of his own or set further conditions thereto. All verbal agreements concerning the terms of any order including agreements by telephone shall not be effective until a written confirmation by Gemini Gas Springs Inc. has been received. Any written confirmation has to be checked and signed by the customer for approval and must be returned by fax or email immediately. Only than an order will be considered as placed.

4. Prices

All prices are in CAD\$ EX WORKS unless otherwise specified and are subject to change without notice. Prices excludes sales tax, cost of packaging, postage or other freight charges, custom duties, insurance or all other additional costs. Gemini Gas Springs Inc. will be authorised to increase prices without notice to the customer in the case the costs of material and transport and exchange rates have increased before the delivery date.

5. Terms of Payment

All invoices shall be payable in accordance with the terms of payment printed on the order confirmation and invoice. Unless otherwise agreed to in the writing by Gemini Gas Springs Inc. the amount invoiced shall be due and payable prior to delivery by check, wire transfer, on-line banking or Visa and MasterCard. For approved businesses agreed to in writing, all invoices shall be payable within 30 days net or 8 days minus 2%. The 2% discount must be calculated over the amount invoiced before taxes. Any bank fees are under the sole responsibility of the customer. The offsetting of counterclaims of any type is excluded unless such counterclaim is disputed or has been recognised by declaratory judgement. Gemini Gas Springs Inc. is, without notice of default being required, authorised to claim compensation of the statutory interest on the outstanding amount in default of payment at the date on which the amount due has become payable. If the customer, after demand for payment, fails to pay the claim, the customer will also be obliged to fully compensate the extrajudicial costs. In case of payment delays Gemini Gas Springs Inc. is entitled to charge interest at a rate of 19% per annum. All deliveries are based on the customer's creditworthiness. As Gemini Gas Springs Inc. obtains any information that endangers a claim of payment, all outstanding accounts payable shall immediately become due for payment. If the customer fails to pay accounts payable, Gemini Gas Springs Inc. is entitled to demand advanced payments or securities and is to rescind the contract and claim damages for non-performance.

6. Delivery

Goods are shipped without insurance and are at the cost and risk of the customer. This also applies to deliveries with paid carriage and is irrespective of the means of transport or whoever chooses the means of transport. Gemini Gas Springs Inc. is entitled to choose a commercial air, ship, motor or rail carrier for the transportation of the goods and will notify the customer the means of transportation by a written order confirmation. If the customer requires another way of transportation than variety of options are possible. In any case Gemini Gas Springs Inc. shall not be liable to the customer for delays in delivery or damage to the goods while in transport irrespective of whether Gemini Gas Springs Inc. or customer determined the mode of transportation. Delivery must be accepted by the customer. The customer must examine the packaging immediately after arrival of the delivery at its destination. Any defects, damage or incomplete/ wrong deliveries shall be notified to Gemini Gas Springs Inc. not later than five days after receipt of the goods. Otherwise the delivery shall be deemed approved and asserting of warranty claims shall be excluded. The delivery date indicated on a written order confirmation is to be deemed the date that the goods will be shipped. Gemini Gas Springs Inc. can not be held liable for any delay in delivery time which are -causes by interruption of transport, fires, floods, lack of manpower, lack of raw materials or lack of fuels, strikes or official administrative requirements. A delay in delivery time will be notified to the customer by a written re-order confirmation. In order to fulfil the agreed delivery time the customer shall adhere to the agreed terms of payment. In the case of not fulfilling these obligations in reasonable time this will cause to a delay in delivery time.

In case of upfront payment products which have to be manufactured or a stock item ready for shipment to the customer will be processed as soon as payment has been received. Partial deliveries shall be permissible.

7. Special orders

Specially manufactured or ordered products cannot be returned or cancelled. In case of special products it is recommended that the customer, prior to signature, insure that the information of the written quote or confirmation has checked whether it meets customer requirements. All quotes or confirmed specials are based on information given by the customer, Gemini Gas Springs Inc. cannot be held liable for any misinterpretation by the customer. Consequences arising from any misinterpretation are at the risk for the customer and any claim shall be excluded. If required proto types can be provided for evaluation.

8. Returns

Standard stock items may be returned if they have not been used and are not damaged and are not older than 1 year and with prior consent of Gemini Gas Springs Inc..The customer may not deduct any claims or other legal consequences from the acceptance of returned goods. The customer is free to choose means of transportation for returns. However it will be at the risk of the customer. Gemini Gas Springs Inc. is not responsible for any loss or damage, freight charges or any costs like import duties or brokerage fees. These fees are for the customer.

9. Information and advice

Information, calculations, drawings, documentation or technical advice of any kind are given to the customer to best of Gemini Gas Springs Inc. knowledge and are based on the information provided by the customer, but without commitment and to the exclusion of any liability. Drawings and illustrations in the catalogue or website are indicative and for guidance use only. The customer is deemed to have read and to be aware of the technical information in the catalogue or website.

10. Safety

Customer will take all actions to comply with the safety instructions on all gas springs as labelled. Markings or labels may not be removed by customer. Each modification to the delivered goods are not permitted without the express consent of Gemini Gas Springs Inc.. The customer or the third party will be deemed to have read all safety precautions as labelled on all gas springs. Gemini Gas Springs Inc. cannot be held liable for improper or incompetent use. The customer shall indemnify Gemini Gas Springs Inc. against any and all liability to third parties which arises from any failure to perform the foregoing obligations.

11. Retention of Title

The delivered goods remains the property of Gemini Gas Springs Inc. until the customer has fulfilled all obligations as agreed in the Terms of Delivery and as stated on the written confirmation and invoice. If the goods are resold the customer shall assign his accounts receivable from the sale of the goods which are subject to retention of title. Gemini Gas Springs Inc. is entitled at any time to disclose the assignment made and collect the assigned accounts receivable by themselves. In case of default paying of the full purchase price, the customer agrees and acknowledges the right to request the immediate return of the goods concerned.

12. Force Majeure

In case of force majeure affecting Gemini Gas Springs Inc. or any of its suppliers Gemini Gas Springs Inc. cannot comply to her obligations. Gemini Gas Springs Inc. is entitled without judicial intervention, the agreement with the customer wholly or partly to suspend or to dissolve by registered letter the agreement if such a suspension has lasted six months. In such cases the obligations under the agreement would be null and void. Force Majeure means that the situation due circumstances out the companies control -if Gemini Gas Springs Inc. failed to fulfil the obligations such as export ban, import ban, floods, earthquake, lightning, frost, war, mobilization, strikes, fire, transport interruptions, failure of raw materials, laws, business interruptions, seizure and any other unforeseen circumstances out of our control.

13. Warranty

In regards to products not manufactured by Gemini Gas Springs Inc. or services rendered by third parties, Gemini Gas Springs Inc. accepts only the liability that can be redressed from suppliers or third parties.

Products manufactured or adapted by Gemini Gas Springs Inc. to customer requirements have a warranty of 12 months after delivery date against defects in material or workmanship provided normal use. Any product that is found to be defective under normal use, will be repaired or replaced under warranty Terms. Gemini Gas Springs Inc. is entitled for a refund of the purchase price. In case of modifications and or repairs or improper use or installation not in accordance to instructions done by the customer or third parties will void any claim for warranty. Returns are only with the consent of Gemini Gas Springs Inc. and prepaid freight charges shall be accepted. Any damage or loss due to improper packaging will void any claim of warranty. Any warranty will be void if a label wholly or partially has been removed or erased.

14. Liability

Gemini Gas Springs Inc. obligation to pay any claim has always been restricted to the total amount invoiced of the relevant products. Third party liability is the full responsibility of the customer. The customer will be deemed to communicate with third party regarding all safety regulations, instructions and precautions. Any claims for damages, in particular for breach of duties under the relationship of obligations and for tortious acts are excluded. In no event shall Gemini Gas Springs Inc. be liable for any damage, including loss of production, interruption of operations, loss of profit, damage to other items, revenue, goodwill and failure to observe the information on given dangers, incurred by the customer or third parties. Any further claims for damages, on whatever legal ground, are excluded except in the case of gross negligence or on the grounds of product liability. It is agreed and acknowledged that the provisions of this agreement allotting the risks between Gemini Gas Springs Inc. and the customer, that pricing reflects this allotment of risk, and, but for this allotment and limitation of liability, Gemini Gas Springs Inc. would have not entered into this agreement.