

PLEASE READ THIS DOCUMENT VERY CAREFULLY.

THESE TERMS AND CONDITIONS OF SALE APPLY TO ANY AND ALL PURCHASES OF PRODUCTS OR SERVICES BY YOU ("CUSTOMER") FROM AZTEC APPLIANCES LTD. OR ITS WHOLLY OWNED SUBSIDIARY PROPANE WEST (COLLECTIVELY REFERRED TO AS "AZTEC").

BY PLACING AN ORDER ON AZTEC'S WEBSITE (THE "SITE") OR, IF CUSTOMER PLACED AN ORDER BY OTHER MEANS, BY ACCEPTING DELIVERY OF THE PRODUCTS AND SERVICES DESCRIBED IN AZTEC'S INVOICE OR OTHER AZTEC DOCUMENTATION, CUSTOMER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED HEREIN, UNLESS CUSTOMER AND AZTEC HAVE SIGNED A SEPARATE WRITTEN AGREEMENT OF PURCHASE AND SALE, IN WHICH CASE SUCH AGREEMENT WILL GOVERN.

Documents

These terms and conditions of sale, together with your order information, constitute the entire agreement between Customer and Aztec with respect to the purchase of products or services by Customer from Aztec on the Site and constitute a binding contract between Customer and Aztec. Any additional or different terms in any forms delivered by Customer are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given and any such attempt to alter, modify or replace these terms and conditions will be null and void and of no effect, unless explicitly agreed to by Aztec in writing.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Aztec at the address provided below.

Customer may issue a purchase order for administrative purposes only. Any terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these terms and conditions of sale or any purchase order or invoice related thereto.

Governing Law

THESE TERMS AND CONDITIONS OF SALE AND ANY TRANSACTION CONTEMPLATED HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA, AND THE APPLICABLE LAWS OF CANADA, WITHOUT REGARD TO ANY CONFLICT OF LAWS RULES OR PRINCIPLES WHICH MIGHT REFER SUCH CONSTRUCTION TO THE LAWS OF ANOTHER JURISDICTION. ANY LITIGATION WILL BE BROUGHT IN NANAIMO, BRITISH COLUMBIA, CANADA AND CUSTOMER CONSENTS AND SUBMITS TO THE JURISDICTION OF THE COURTS (EITHER B.C. SUPREME COURT OR B.C. SMALL CLAIMS COURT) LOCATED IN NANAIMO, BRITISH COLUMBIA AND CUSTOMER WAIVES ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT

OF ANY PROCEEDING IN ANY SUCH COURT. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

Title; Risk of Loss

If Customer provides Aztec with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Aztec, title to products and risk of loss or damage shall pass from Aztec to Customer upon shipment from Aztec's facility. AZTEC WILL NOT PLACE INSURANCE ON ANY SHIPMENT MADE USING A CARRIER SELECTED BY CUSTOMER. For all other shipments, title to products and risk of loss or damage shall pass from Aztec to Customer upon receipt by Customer. Aztec retains a security interest in the products until payment in full is received. Customer will be responsible for all shipping and related charges.

Quantity

Customer agrees that if it receives a shipment of the incorrect quantity of a product, it will immediately contact Aztec and advise them of the difference. Customer further agrees that the failure to ship the correct quantity is not grounds for cancelling the order and that the failure to ship the correct number shall be resolved by Aztec shipping the remaining products if the quantity was smaller than the amount ordered, and, if Aztec so chooses, by arranging to have the excess product shipped back to Aztec if the quantity shipped was greater than that ordered. Aztec shall pay the shipping costs that arise as a result of its failure to send the correct quantity of product in the initial shipment. AZTEC SHALL NOT PAY ANY OTHER COSTS OR DAMAGES ARISING AS A RESULT OF ITS FAILURE TO SHIP THE EXACT QUANTITY OF PRODUCT ORDERED.

Export Sales

Products obtained from Aztec by Customer may be subject to Canadian and/or U.S. government export control laws and regulations. Customer will comply with such regulations whenever it exports or re-exports controlled products or technical data obtained from Aztec. In addition, Customer acknowledges that manufacturers' warranties for products may vary or may be null and void for products exported or used by Customer outside of Canada.

Warranties

Customer understands that Aztec is not the manufacturer of the products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Aztec and not any affiliate of Aztec. In purchasing the products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by Aztec or any of its affiliates. In connection with services, neither affiliates of Aztec nor third party service providers are agents of Aztec, and Aztec has no obligation or liability arising from any services performed by or any warranty, if any, made by such service providers. AZTEC AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, OR CONDITIONS RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR

A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR THAT THE PRODUCTS OR SERVICES WILL MEET CUSTOMER'S NEEDS OR WILL BE ERROR FREE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

Product Use

SOME PRODUCTS SOLD BY AZTEC ARE REGULATED BY LAW. DEPENDING ON THE PRODUCT, INSTALLATION OR ALTERATION OF THE PRODUCT MAY REQUIRE A PERMIT. WE SELL PARTS AND/OR APPLIANCES TO YOU ON THE CONDITION THAT YOU WILL DETERMINE WHETHER THE LAW REQUIRES YOU TO OBTAIN A PERMIT PRIOR TO INSTALLING OR ALTERING THE PRODUCT AND THAT IF A PERMIT IS REQUIRED, YOU WILL OBTAIN A PERMIT PRIOR TO ALTERING OR INSTALLING THE PRODUCT.

Pricing Information; Availability Disclaimer

Customer agrees that prices listed on the Site are suggested prices and that all pricing is subject to change. Customer agrees that by using the Site to try and purchase a product, Customer is making an offer to buy the product at the suggested price. Customer further agrees that the contract to purchase the product is only made when Aztec accepts the Customer's offer and ships the product. Aztec reserves the right to make adjustments to pricing, products and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements. All orders are subject to product availability. Therefore, Aztec cannot guarantee that it will be able to fulfill Customer's orders.

Limitation of Liability

NEITHER AZTEC NOR ITS AFFILIATES WILL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS, OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES PROVIDED BY AZTEC OR ITS AFFILIATES, NEITHER AZTEC NOR ITS AFFILIATES WILL BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES IN EXCESS OF THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM.

Aztec will not be responsible for any delays in delivery which result from any circumstances beyond its control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labour problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency. Any shipping dates provided by Aztec are estimates only.

Disputes

Any disputes between the Customer and Aztec that cannot be resolved by a negotiated settlement shall be exclusively litigated in court in Nanaimo, British Columbia. Each party will bear its own

cost of any legal representation, discovery or research required to make or defend the claim.

Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Aztec arising out of sales hereunder will be exclusively litigated in court and Customer agrees to pay the legal expenses of Aztec in pursuing its claim for collection of any amount due to Aztec.

Orders; Payment Terms; Interest; Taxes

Orders are not binding upon Aztec until accepted by Aztec. Terms of payment are within Aztec's sole discretion. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. Aztec may invoice Customer separately for partial shipments. Customer agrees to pay interest on all past-due sums at the lower of: one and one-half percent (1 1/2%) per month (19.56% per year); or at the highest rate allowed by law. Customer is responsible for, and will indemnify and hold Aztec harmless from, any applicable sales, use, value-add, goods and services, harmonized sales or other taxes or any fees, assessments, levies or other amounts, including without limitation any environmental fees or waste disposal assessments or levies, whether provincial, federal or other applicable governmental level, associated with the order. Customer must claim any exemption from tax and, if applicable, from any fees, assessments or levies, at the time of purchase and provide the necessary supporting documentation. Any sales, use, value-add, goods and services, harmonized sales or other applicable tax and any fees, assessments or levies are based on the location to which the order is shipped. In that regard, Aztec may require Customer to provide a declaration declaring and certifying the location of the supply of the product. In the event of a payment default, Customer will be responsible for all of Aztec's costs of collection, including court costs, filing fees and legal fees.

Return Privileges

Please contact Aztec Customer Relations Returns at aztap@telus.net, Monday - Friday from 8:00am - 5:00pm (PST) to obtain a Return Merchandise Authorization (RMA) before returning your product. This will expedite and help ensure the proper action or credit upon processing.

In order to expedite a return, please have the following information on hand when requesting an RMA number: Customer number, invoice number, serial number, reason for return, and whether the box has been opened or is manufacturer sealed.

Please return all products 100% complete including all original manufacturer boxes with the UPC code and packing materials, all manuals, blank warranty cards, accessories and any other documentation included with the original shipment. RMA approval is partially contingent upon products being 100% complete.

Customer is responsible for shipping charges for all products being shipped for return.

Customer is responsible for all risk of loss and damage to products being shipped for

return. Please fully insure return shipment in case of loss or damage. Please use a carrier that is able to provide you with proof of delivery and tracking capabilities. This is for your protection as well as to ensure quick action on your return.

Return privileges vary by manufacturer. Customers will be charged a restocking fee. Please contact Aztec Customer Relations at aztap@telus.net or (250) 754-5054 for details.

Return shipping address:

Aztec Returns
RMA # _____
385 South Terminal Avenue
Nanaimo BC, V9R 5C7

Failure to return a product within 30 days will be deemed to be an acceptance of the product.

Damaged Products

If Customer receives damaged products and those products were shipped using the carrier chosen by Aztec, please save the product and the original box and packaging and notify Aztec Customer Relations at aztap@telus.net or (250) 754-5054 of damaged products WITHIN 48 HOURS of receipt. Timely receipt of this information is necessary to successfully file a damage claim with the carrier. If Customer receives damaged products and Customer chose the carrier used to ship the products, Customer shall not make any claim against Aztec.

Use of Personal Information

Customer hereby represents that it has read and understands Aztec's privacy policy and, where Customer is an individual, hereby agrees to the terms contained therein, including the permitted uses by Aztec as described therein of any personal information provided by Customer. Aztec's privacy policy is accessible at www.propanewest.com.

General

If any clause in this agreement is void at law, the remainder of the agreement survives and shall have full force and effect.

Aztec reserves the right to change the Site at any point and Customer agrees that the terms of this agreement, as it existed on the date the Site was used, are the applicable terms.

Contacting Aztec

[Click here](#) for Aztec contact information.

Privacy Policy

Aztec is committed to maintaining your privacy. Aztec uses the services of Beanstream to process any customer orders and it is our understanding that, with respect to data collected by Beanstream for Aztec, Beanstream complies with this policy statement.

Customer agrees that they will not make any claim whatsoever against Aztec for any violation of this policy that is the fault of Beanstream.

The following discloses our information-gathering and dissemination practices:

- Cookies may be used to monitor items placed into the shopping basket and for site traffic analysis.
- Contact information is used to allow Aztec to confirm orders or resolve questions when necessary.
- In order to purchase products from this site, the Customer will need to give Aztec contact information and credit card numbers. Financial information provided is used only for billing purposes.
- We do not sell, rent, or trade any of personal information you provide when using the Aztec website.

Further, Aztec complies with all Canadian and British Columbia law governing the use of personal information and as such, Aztec will only use information you provide to us for purposes related to the operation of Aztec. However, if required by law to do so, we will disclose your personal information to any person or organization who has a legal **right** to the information.

If we decide to materially change this privacy policy, we will prominently post those changes on this page.

This site has security measures in place to protect against the loss, misuse, and alteration of the information under our control. Security of the site database is based on accepted practice and the currently available server technology including transmission of data via secure sockets layer (SSL) technology. **Because no security measures can be perfect, Customer accepts all risks of any kind whatsoever of using the Aztec website or of purchasing any products using the Aztec website.**

This site may contain links to other sites. Aztec is not responsible for the privacy practices or the content of such websites.

If you wish to review, correct or update any information held by Aztec, you may contact us at aztap@telus.net and as required by law, providing that we can authenticate your identity, we will comply with any reasonable request.