



THE INTERNATIONAL GROUP, INC.

50 Salome Drive · Agincourt, Ontario, Canada M1S 2A8 · (416) 293-4151 · Fax (416) 293-0344

The International Group, Inc (IGI) and International Waxes, Inc (IWI) STANDARD TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

The acceptance by International Waxes, Inc. ("SELLER") of any order submitted by the customer ("Buyer") is subject to the terms and conditions set forth herein (such order as accepted referred to as the "Agreement"). Buyer's receipt of Seller's shipment in whole or in part of goods and under such order ("Products") is deemed to be its agreement to these terms and conditions. Any deletion from or alteration, modification or addition to or provisions in Buyer's purchase order shall not be binding on Seller and shall not form part of the Agreement unless made in writing and signed by both Seller and Buyer.

2. DELIVERY

Delivery by Seller to a carrier shall constitute delivery and transfer of title and risk of loss to Buyer regardless of responsibility for payment of freight charges.

Each delivery of Products under the Agreement, at the option of the Seller, shall constitute a separate sale with the same effect as though made under a separate contract covering only the amount thereof. Should Buyer be in default with respect to any of the terms or conditions of this or any other contract with Seller, Seller may, without prejudice to any other legal remedy, defer further shipments hereunder until such default has been remedied or decline further performance hereunder.

Seller reserves the right to terminate the Agreement or to suspend further deliveries upon a default by Buyer under the Agreement including, but not limited to, the failure of Buyer to make payment as provided in the Agreement. Seller may also revoke any credit, or change the terms of payments extended to Buyer for any reason deemed good and sufficient to Seller and therefore Seller may require Buyer to pay cash or its equivalent or provide security satisfactory to Seller prior to delivery of Products hereunder.

No shipment shall be cancelable for any reason without Seller's written consent.

3. INABILITY TO PERFORM

No liability shall result to either Seller or Buyer from delay caused by circumstances reasonably beyond the control of the party affected, including but not limited to acts of God, fire, storm, flood, war, accident, explosion, breakdown or labor trouble; import or export restrictions; inability to obtain transportation for Product; or good faith compliance with any law or regulation made by any governmental authority. Seller shall not be obligated to purchase or otherwise obtain other supplies of Product to be delivered under the Agreement to replace supplies so curtailed.

4. ENTIRE AGREEMENT

There are no agreements, understandings, representations, warranties, conditions or guarantees, express or implied, oral or written relating to the subject matter of the agreement, including without restriction relating to the Products, their price, payment, shipment or delivery, except as contained in the Agreement.

5. CHOICE OF LAW

The Agreement shall be governed by the domestic laws of the United States of America applicable therein and the parties hereto attorn to the non-exclusive jurisdiction of the courts of such state.

6. REGULATORY LAWS AND STANDARDS

Seller makes no representation or warranty that the Products shall conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by a duly authorized representative of Seller.

7. CHANGES



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Seller reserves the right to change or modify the specifications of any Products at any time and without prior notice to Buyer.

8. EXPORT/IMPORT REQUIREMENTS

Any exporting of Products shall be by Buyer not Seller, and Buyer shall be responsible for any necessary export license or permit or any other approval which may be required and all requirements for importation into other jurisdictions.

9. WARRANTIES

EXCEPT AS ARE CONTAINED IN THIS PARAGRAPH 9, THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FORGOING, SELLER MAKES NO WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR USE OR PURPOSE, WHETHER EXPRESS OR IMPLIED. SELLER WARRANTS THAT PRODUCTS SOLD HEREUNDER SHALL BE OF MERCHANTABLE QUALITY AND SHALL CONFORM TO SELLER'S STANDARD SPECIFICATIONS. BUYER ASSUMES ALL RISK OF LOSS AS A RESULT OF THE USE OF THE PRODUCTS, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES OR PRODUCTS IN ANY PROCESS WHATSOEVER.

10. LIMITATIONS OF CLAIMS

Seller's total liability for any and all claims which may arise under the Agreement or with respect to the Products shall be limited to an amount equal to the purchase price of those Products to which any such claim relates. Any such claim shall be deemed waived unless presented in writing to Seller within (30) days of receipt, by Buyer, of the Products to which such claim relates. Seller shall not be liable for any direct or indirect, special, incidental, exemplary or consequential damages, losses, injury, costs or expenses of any nature relating to the Products.

11. NON-ASSIGNMENT

Buyer may not assign any of its rights or interests under the Agreement without the prior written consent of the Seller. Any attempted assignment shall be void and shall permit Seller, at its option, to immediately terminate all or any part of the Agreement.