CLEARLY ART- ARCA CANADA

PRICE POLICY

Arca Canada reserves the right to change its prices at any time and at its sole discretion. Arca Canada shall honor the prices in effect at the date the order is issued by the customer and Arca Canada accepts. An order shall be deemed as accepted only when the customer receives, via fax or otherwise in writing, a proper "ORDER CONFIRMATION" by Arca Canada.

BACK-ORDERS

Unless otherwise instructed, Back Orders are considered valid and will be shipped when available. The customer has however the right to cancel a back-order when, immediately following the order acceptance, he/she is made aware of the expected delay and timely informs Arca Canada of its intention to cancel.

WARRANTY & RETURNS

Arca Canada stands behind its products and offers a limited warranty for material and workmanship defects, under normal condition of use and storage.

Any defective product will be replaced by Arca Canada, provided the defect is notified to Arca within 5 days from reception and that they are returned to Arca Canada shipping warehouse within a reasonable time delay for in-house inspection. The customer shall pay all related freight expenses. If the claim is approved, Arca, at its own discretion, shall either replace the defective products or issue a refund to cover the value originally invoiced and paid for by the costumer. No freight expenses will be reimbursed by Arca Canada.

Returns must be authorized in writing by Arca Canada.

If a return is authorized, we should ensure that the item is returned with the original packaging and wrapping.

CREDIT POLICY

Subject to credit approval by Arca Canada and within the limits of the credit line granted by Arca Canada from time to time to the customer, customary term of payment are Net 30 Days guaranteed by 30 days post-dated check on delivery or Visa-MasterCard charge or 3% COD. All start up order are on COD basis.

Arca Canada reserves the right to change its credit assessment of a certain account at any time without notice or explanation due, at its sole discretion and consequently adjust its terms of payment.

January 2005