

The following terms and conditions apply to the sale of those products (“Products”) and services (“Services”) described on the front page of this Quotation and supersede any other terms and conditions in any purchase order or other writing other than any writing referenced in this Quotation.

**Taxes:** Prices do not include any applicable provincial sales tax, goods and services tax, duties, state sales tax, franchise tax or any other taxes levied on the sale of Products and/or Services by the Seller to the Buyer. Taxes will be added by the Seller to the sales price where the Seller invoices the same to comply with law, and will be paid by the Buyer unless the Buyer provides the Seller with a tax exemption certificate. No tax exemption will be granted unless the Buyer’s exemption certificate (or other official proof of exemption) accompanies the purchase order. If, after the Buyer has paid the invoice, it is determined that more tax is due, then the Buyer will promptly remit the required taxes to the taxing authority, or immediately reimburse the Seller for any additional taxes paid.

**Terms and Method of Payment:** Where the Seller has extended credit to the Buyer, terms of payment shall be net thirty (30) days from date of invoice. The amount of credit or terms of payment may be changed, or credit withdrawn by the Seller at any time. If the Products and/or Services are delivered in installments, the Buyer shall pay separately for each installment.

**Delivery:** Unless otherwise specified, all prices are quoted FOB the Seller’s platform at its Langley, British Columbia facility. Proposals are based on continuous and uninterrupted delivery of the complete order, unless specifications distinctly state otherwise. Charges related to delivery from the Buyer to the Seller, or from the Buyer’s supplier to the Seller are not included in any quotations unless specified. Specific priority pickup or delivery service will be provided at current rates upon the Buyer’s request. Materials delivered from the Buyer or their suppliers are verified with the delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and the Seller cannot accept liability for shortage based on the supplier’s tickets. Title for finished work shall pass to the Buyer upon delivery, to the carrier at shipping point or upon mailing of invoices for finished work or its segments, whichever occurs first.

**Contingencies and Force Majeure:** The Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control either of the Seller or the Seller’s suppliers, including, but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labour dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labour, fuel, raw material or machinery or technical failure in respect of which the Seller has exercised ordinary care in the prevention thereof.

**Changes or Cancellations:** Any notice or instruction from the Buyer received subsequent to the Seller’s acknowledgment, including supplementary information contained in a confirming purchase order, which has the effect of changing the specifications, scope of work, or other terms, will be effective only upon an appropriate adjustment in the price and/or delivery date, and acceptance of any change by the Seller in writing.

**Sizes, Tolerances, Inspection and Samples:** This Quotation is made and based on the specifications provided in writing by the Buyer (and regardless of whether any samples are provided by the Buyer to the Seller). The dimensions for quoting and manufacturing are the mean specifications and are subject to the normal tolerances for variations.

Where the Buyer requires samples from the Seller to verify completion of fitting-up, the Buyer will pay to the Seller the amount invoiced by the Seller for such fitting-up within thirty (30) days after receipt of the samples, unless the Buyer within such period gives the Seller a detailed written description of any allowable variance from specifications, in which case the Buyer will promptly pay to the Seller the amount invoiced by the Seller upon correction of such variances.

**Product Application Indemnity:** The Buyer agrees to indemnify and save harmless the Seller for all claims, demands, actions and proceedings whether arising in tort or contract, against the Buyer and/or the Seller, including legal fees, expenses and costs, on a solicitor and client basis, arising out of or related to the Buyer’s designs and/or any goods and materials supplied by the Buyer to the Seller and/or any accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing of the Products by the Buyer.

**Limited Warranty:** THE FOLLOWING IS IN LIEU OF ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OBLIGATION ON THE PART OF THE SELLER INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR DESCRIPTION. The Seller, except as otherwise hereinafter provided, warrants the Products against faulty workmanship or, to the extent that materials incorporated into the Products are supplied by the Seller and not by the Buyer, the use of defective materials, and that such Products will conform to the Seller’s written specifications at the time of delivery to the Buyer. The Seller warrants that at the time of delivery the Seller has title to the materials incorporated into the Products by the Seller (and not provided by the Buyer) free and clear of any and all liens and encumbrances.

**Limited Warranty on Buyer Supplied Materials:** Notwithstanding the foregoing limited warranty, in the event that the Buyer supplies the Seller with defective materials for processing, the Seller shall not be held liable for any Product failure resulting from such defective materials nor for the replacement of the defective materials nor the reimbursement of costs related to the defective materials.

**Exclusive Remedies:** If the Products furnished by the Seller fail to conform to the Seller's exclusive limited warranty, the Seller's sole and exclusive liability to the Buyer shall be (at the Seller's option) to repair, replace or credit the Buyer's account for any such Products which are returned by the Buyer during the applicable warranty period set forth above, provided that (i) the Seller is promptly notified in writing upon discovery by Buyer that such Products failed to conform to this contract with a detailed explanation of any alleged deficiencies, (ii) such Products are returned to the Seller, F.O.B. Seller's plant, and (iii) the Seller's examination of such Products shall disclose to the Seller's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. If such Products are non-conforming, the Seller shall reimburse the Buyer for the transportation charges paid by the Buyer for such Products. If Seller elects to repair or replace such Products, the Seller shall have a reasonable time to make such repairs or replace such Products.

THIS IS THE SELLER'S ONLY LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE PRODUCTS OR SERVICES SUPPLIED HEREUNDER, WHETHER ARISING IN TORT OR CONTRACT, AND IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIMS FOR ECONOMIC LOSS.

**Buyer's Property:** The Seller will only maintain fire and extended coverage on property belonging to the Buyer while the property is in the Seller's possession. The Seller's liability for this property will not exceed the amount recoverable from its insurer. Additional insurance coverage may be obtained if it is requested in writing, and if the premium for such additional insurance is paid by the Buyer. The Buyer agrees to pay the Seller's prevailing rates for storage and distribution.

Unless specifically and explicitly directed in writing by Buyer, Seller shall assume title and be the sole determinant of the disposition of any Buyer supplied material that has not been incorporated into the Products.

**Applicable Law and Forum:** The validity, performance and construction of this contract shall be governed by the laws of British Columbia, Canada. This Province shall be the only jurisdiction in which any suit may be brought against the Seller regarding any dispute arising out of this transaction.