



TERMS AND CONDITIONS OF SALE

- 1. Definition.** As used in this Bill of Lading, the term "goods" means the goods, merchandise, materials, equipment, supplies, products or services ordered by Buyer.
- 2. Acceptance.** This form constitutes the written acceptance by MAUSER Canada Ltd. ("Seller") of the Buyer's offer to purchase goods from the Seller according to the specifications listed on the front page of this form. The terms and conditions of the Order Confirmation shall be binding upon the Buyer upon delivery of the goods hereunder, unless Buyer gives to Seller, prior to delivery, written notice of its objection to such terms and conditions.
- 3. Warranties.** SELLER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BUYER ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE BY SELLER OR ON ITS BEHALF, EXCEPT THAT THE GOODS SOLD UNDER THIS BILL OF LADING SHALL BE OF THE STANDARD QUALITY OF SELLER, BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM ITS USE OF THE GOODS, INCLUDING WHEN USED IN COMBINATION WITH OTHER PRODUCTS OR MATERIALS, SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE GOODS SOLD.
- 4. Claims.** The Buyer hereby waives any right of rejection or revocation of acceptance or any claim or defense based upon the quality of the goods specified herein unless (1) within ten (10) days after Buyer learns of the defect complained of, but in any event within ninety (90) days of receipt of shipment, Buyer sends to Seller at the address given on the front page of this form a letter by certified mail, return receipt requested, specifying the nature of the complaint and (2) Buyer preserves the shipment or the portion thereof complained of in order to enable Seller to substantiate the basis of Buyer's complaint. Compliance by the Buyer with these conditions precedent shall not constitute an admission by the Seller of the merits or amount of the Buyer's claim or defense.
- 5. Credit.** Credit for goods found to be defective or subnormal shall be allowed only if returned, after specific authorization is obtained from the Seller, to a location designated by Seller, within a reasonable time period to be specified by the Seller.
- 6. Seller's Liability.** No claim of any kind, whether as to goods delivered or for non-delivery of goods, shall be greater in amount than the purchase pre paid for the goods in respect of which such damages are claimed and in no event shall Seller be liable for prospective profits or consequential damages. No charges or expenses incident to any claims will be allowed unless approved by an authorized representative of Seller. Goods shall not be returned to Seller without Seller's permission.
- 7. Non-Waiver.** The Seller's failure to exercise any right hereunder, or to insist upon strict performance of any provision of this agreement, or to take any action permitted on a breach by the Buyer, shall not be deemed a waiver thereof or of other rights, remedies, breaches or subsequent defaults by the buyer in the performance of or compliance with any of the terms of this agreement.



8. Payment. The terms of payment applicable to this order are Seller's regular terms or those specifically quoted to Buyer.
9. Prices. Prices are subject to change without notice, and the goods will be billed at Seller's price prevailing at the time of shipment. The date of the Bill of Lading shall be conclusive evidence of the date of shipment.
10. Variation in Quantity. A variation of not more than five (5%) percent either way from the total quantities specified herein shall, nevertheless be deemed a compliance by the Seller with this contract.
11. Taxes. Buyer is responsible for the ultimate payment of all taxes including, without limitation, sales and use taxes, stamp charges, licenses, duties and governmental exactions by whatever name which may be assessed or levied on or on account of the goods sold hereunder.
12. Shipping. When terms are F.O.B. Seller's plant, Seller's liability ceases upon delivery to the initial carrier. When terms are "Delivered", Seller's liability ceases upon such delivery.
13. Assignment. Orders are not assignable or transferable by Buyer, in whole or in part, except with written consent of Seller, Seller may without consent of Buyer delegate the performance of this agreement to any proper person.
14. Packaging. Seller reserves the right to make extra charges for special boxing, packaging, or cartage made necessary through the Buyer's specification.
15. Cancellations. Order may not be cancelled or modified in whole or in part, by the Buyer after acceptance by the Seller without the Seller's written consent.
16. Technical Advice. It is expressly understood that any technical advice furnished by Seller with reference to the use of its products is given gratis and the Seller assumes no obligation or liability for the advice given or the results obtained, all such advice being given and accepted at the Buyer's risk.
17. Availability. In the event of inability for any reason to supply the total amount of goods specified herein, the Seller may allocate its available supply among any or all of its Buyers on such basis as it may deem fair and practical without liability for any failure of performance which may result there from.
18. Delay in Performance. No liability shall result from delay in performance or non-performance caused by circumstances beyond the control of Seller including, without limitation, an act of God, storm, fire, flood, unusually severe weather, catastrophe, war, insurrection, riot, governmental action, accident, strike, lockout, labor trouble, or shortage of or inability to obtain material, equipment or transportation.
19. Entire Contract. This Bill of Lading and invoices issued pursuant hereto contain all the terms and conditions with respect to the sale, purchase and shipment of goods sold hereunder, and no modification or waiver of these terms and conditions shall be of any force unless such modification or waiver shall be in writing and signed by an officer of the Seller. There are no representations, understandings, warranties or agreements, oral or written, which are not included herein.
20. Trade Customs. Domestic trade customs and rules of international trade shall apply where no specific provision is made herein.



21. Right to Withdraw Acceptance. If any changes in the Terms and Conditions hereof are made by Buyer or if any other form of writing is used by the Buyer to acknowledge this Confirmation, then the acceptance of Buyer's offer to purchase at the option of the Seller, shall be without any force or effect and not binding upon the Seller.