



## TERMS AND CONDITIONS OF SALE

- 1. Prices and Payment.** All weights and dimensions are approximate. Charges and prices are subject to change without notice. Prices do not include any taxes, and where applicable, taxes will be added to invoice and paid by the Purchaser. Prices may not include delivery or other charges. All sales are made FOB point of shipment. Payment is due thirty (30) days from the invoice date of shipment. All payments will be made in Canadian or US dollars. If, in the judgment of the Vendor, the financial condition of the Purchaser at the time of shipment does not justify the terms of payment specified, the Vendor reserves the right to suspend its performance until payment or adequate assurance of performance has been received. Unless otherwise expressly agreed in writing, retention is not allowed. If payment is not made when due, the Purchaser agrees to pay a charge on the amount past due at the rate of up to 1.5% per month (18% per annum), or the maximum lawful rate, whichever is less. In the event of legal action, the Purchaser agrees to pay the Vendor's legal fees and costs of collection.
- 2. Title and Risk.** Unless otherwise stipulated as being on delivery, title, ownership and risk of loss or damage to goods will pass to the Purchaser immediately upon delivery to the carrier at point of shipment. All sales are FOB point of shipment, unless otherwise stipulated. Charges for switching, spotting, storage, handling, or other accessory services and demurrage will be at the Purchaser's expense.
- 3. Orders.** Where shipment is made prior to receipt of written confirmation, the Vendor's interpretation of a verbal order will be final and binding. The Vendor cannot be responsible for any errors or discrepancies contained in the order, unless brought to the attention of the Vendor within five (5) days.
- 4. Warranties.** The Vendor distributes products (either sold separately or incorporated into another product) from reputable manufacturers. The Vendor will use its best efforts to obtain the manufacturer's warranty or customary practice of replacement of product. The Purchaser acknowledges that the Vendor's only liability will be to replace goods received by the Purchaser that do not conform, as determined by the Vendor's inspection, to the specifications and descriptions contained in the Material Safety Data Sheet (MSDS), subject to variations and tolerances consistent with usual trade practices.
- 5. Indemnification of Vendor.** The vendor shall not be held responsible for and the Purchases shall indemnify and hold harmless the Vendor against any damages, losses, expenses, repairs, claims, suits or judgments, whether direct, indirect, or otherwise, arising in any way out of the use of the products. At the option of the Vendor, the Vendor's sole liability shall be to replace the products, or refund the purchase price. The Purchaser shall not in any event be liable, whether as a result of breach of contract, tort (including negligence), or other grounds for labour charges, or penal damages including, but not limited to, loss of profits or revenue, loss of use of the product or an associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of Buyer's customers, for such damages.
- 6. Delivery.** The delivery of goods is subject to the availability of stock. The unavailability of goods from the Vendor's stocks shall constitute a force majeure. The Vendor shall promptly notify the Purchaser of the shortage or unavailability of a product. The Vendor shall exercise its best efforts to the product within the quoted time frame, but does not guarantee delivery time and shall not be liable for any losses, damages, claims, or expenses of any kind whatsoever or howsoever caused by the delay in delivery, or the unavailability of products.
- 7. Force Majeure.** Neither the Vendor nor the Purchaser shall be responsible to the other for the non-performance or delay in performance occasioned by any cause beyond its control, including without limitation any omissions or acts of the other party, such as acts of civil or military authority, labour strikes, trade actions, lockouts, insurrections, embargoes, or acts of God.
- 8. Claims and Credits.** Within five (5) days after receipt of products. The Buyer shall notify the Vendor in writing of any claim for non-conformity, shortages, errors in shipment or errors in charges. Failure to do so shall constitute conclusive evidence that the Vendor has satisfactorily performed and that the Buyer has accepted the products and waived any right to reject the products. Products may be returned only upon the Vendor's written authorization.
- 9. Changes and Cancellations.** The Vendor may accept any request made by the Purchaser to modify the specifications or processing of goods, but shall reserve the right to charge the Purchaser for any necessary costs and services for such modifications. The Purchaser may not cancel any orders for goods, nor return any materials, except with the written consent of the Vendor. Cancellations may be subject to a 25% restocking charge
- 10. Suspension of Orders.** If at any time reasonable doubt exists as to the Purchaser's financial situation, the Vendor reserves the right, without liability and without prejudice to any other remedies, to stop or delay shipment of any or all goods.
- 11. General.** Both the Vendor and Purchaser acknowledge that this agreement constitutes the entire agreement between them. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Sodium Solutions Inc. unless specifically assented to in writing by Sodium Solutions Inc. This agreement is not transferable or assignable by the Purchaser. The Purchaser's order will be filled in accordance with the terms and conditions as set out above. This acknowledgement constitutes acceptance of the Purchaser's offer subject to the above conditions of sale and constitutes a contract made in Canada for the sale of goods herein described.