

## Definition

In these conditions "the Company" means the company upon whose document these conditions are endorsed.

## General

1. All quotations are made and all orders are accepted subject to the following conditions. All other conditions whatsoever are excluded from the contract or any variation thereof, unless expressly accepted by the Company in writing.
2. Acceptance of delivery of the goods shall where no prior agreement has been reached be conclusive evidence of acceptance of these conditions.
3. Quotations shall only be available for acceptance for a maximum period of 30 days from the date thereof and may be withdrawn or altered by the Company within such period at any time without notice.
4. Goods sold from stock are offered subject to the same being unsold upon receipt of the order.
5. The goods are subject to specifications (including dimensions, weights, analyses and properties) stated expressly in the contract or where none is specified, to the specification published by the company or where none is published to any relevant standards or code of practice.
6. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
7. The buyer shall not be entitled to retain any more money due to the Company under a contract unless previously agreed in writing by the Company's authorized representative.

## Delivery

Any date named by the Company for dispatch or delivery is given and intended as an estimate only and is not to be of the essence of the Contract. The buyer shall nevertheless be bound to accept the goods ordered whether available on or after the date stated. The Company shall be not be liable in any way in respect of late dispatch or delivery however caused nor shall failure to dispatch be deemed to be a breach of the Contract. Where drawings, specifications, instructions and materials are to be supplied by the buyer, the buyer shall supply the same in reasonable time to enable the Company to dispatch within the period named.

The Company may, at its discretion, make installment deliveries and each delivery shall constitute a separate order for the purpose of payment.

## Damage or Loss in transit

No claim for damage or corrosion in transit or shortage of delivery of goods will be entertained unless a separate notice in writing is given to the Company and /or the carrier concerned within three days of receipt of the goods followed by a complete claim in writing to the Company within five days of receipt of the goods.

## Non delivery

No claim for loss or non-delivery of goods will be entertained unless in writing is received within seven days of the invoice date.

## Storage

The Company reserves the right to charge for storage and /or any other costs incurred in the event of deferment or delay in delivery at the request and /or action of the Buyer.

## Prices

The Company reserves the right to increase any prices agreed between the Company and the Buyer in accordance with market conditions and the company's price for similar goods ruling at the date of dispatch and the buyer shall pay such additions in addition to the quoted price. Without prejudice to the generality of the foregoing market conditions shall included any increases in the cost of labor, materials, transport and any other costs between quotation and dispatch.

## HST and GST Taxes

All taxes will be charged at the rate applicable at the date of dispatch. The quoted prices do not include any taxes.

## Carriage and Packaging

The cost of carriage and packaging shall be paid for by the customer in addition to price payable for the goods, unless agreed beforehand between the customer and the Company.

## Terms of Payment

1. Terms of payment are that invoices must be settled in full within 30 days from the date of the invoice.
2. If the buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to: (a) Cancel the contract and suspend any further deliveries to the buyer, (b) Appropriate any payment made by the buyer to such of the goods (as goods supplied under any other contract between the buyer and the Company) as the Company may think fit. (c) Charge the buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 10% per annum over the base lending rate of the Company's own bankers, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## Defective and Damaged Goods

No claim against the Company for goods represented by the defective, from whatever cause, or not to conform to the Contract can be entertained, and the Company shall incur no liability in respect thereof unless received by the Company in writing within twenty-eight days after the date of dispatch and the defective goods or goods failing to conform to contract are returned to the Company within the said period of twenty-eight days.

## Limit of Liability

In the event of any claim against the Company in respect of any matter whatsoever the Company's liability (if any) shall be limited to the replacement of goods sold in respect of which the liability arises if required and practicable or the buyer shall be given a credit for the invoiced value of the order in respect of which the liability arises. Under no circumstances whatsoever shall the Company be liable for any consequential loss or damage or any

personal injury or damage or loss of any property other than as stated herein howsoever and whatsoever arising. Any express or implied conditions, statement, warranty, statutory, or otherwise, are hereby excluded save where such exclusions are invalidated by statute. No claim by the Buyer shall be accepted as a reason for cancellation of the remainder of the order.

## **Right to Inspect**

In the event of the Buyer making a claim against the Company for any reason whatsoever the goods in respect of which any such claim is made shall be preserved intact where delivery for a period of seven days from the notification of the claim to the Company within which time the Company shall have the right to attend at the place where the goods were delivered to investigate the complaint. No claim by the Buyer will be accepted unless this condition is strictly complied with.

## **Design Changes**

The company reserves the right to effect design changes as technical developments may require without prior notice.

## **Specifications Provided by Buyer**

The buyer shall indemnify the Company against any and all liability arising through execution by the Company of any order placed by a buyer in accordance with the Buyer's specification where such execution infringes any patent, trademark, or registered design not owned by the buyer or the Company.

## **Risk, Property and Insurance**

1. Goods supplied by the Company shall be at the Buyer's risk immediately on delivery to the buyer or into custody on the buyer's behalf (whichever is the sooner) the buyer should therefore arrange insurance accordingly unless the Company has specifically agreed to arrange insurance of the goods.
2. The property in the goods supplied by the Company will pass to the buyer when (1) the goods the subject of the Contract in question and (2) all other goods the subject of any contract between the Company and the buyer which have been delivered to the buyer (prior to the payment in full for the goods the subject of the contract in question) have been paid in full.
3. In the event that the buyer resells or hires out goods supplied by the Company (either in the original form, or after alterations by the buyer and/or after they have been added to an item manufactured by the buyer) prior to the passing of the property therein to the buyer such resale or hire shall be effected by the buyer as bailee for the Company and the proceeds of such sale or hire shall be held on trust for the Company in a separate bank account opened by the buyer for this purpose and these proceeds shall be received by the buyer for and on behalf of the Company unless all debts owing to the Company by the buyer in respect to the goods supplied by the Company have been paid.
4. So long as the property and goods remain the Company and the buyer is in default of such obligation hereunder the Company shall have the right with or without prior notice to the buyer, to take possession of the goods and for that purpose to go onto any premises occupied by the buyer) and on such retaking of possession the contract shall be deemed to have been determined without prejudice to any claim or rights the Company might otherwise make or exercise.
5. Until payment due under all contracts between the Company and buyer has been made in full the buyer shall hold upon trust for the Company the goods (either in their original form, or after alterations by the buyer and /or after they have been added to an item manufactured by the buyer) and shall in so far as may be possible store them in such a way as they may be identifiable as the property of the Company and separate from all other goods in the buyers possession.
6. Until payment due under all contracts between the buyer and the Company has been made in full the Company shall be entitled to trace all proceed of sale or hire charges received by the buyer on sale of the goods (either in their original form or after alteration by the buyer and/or after they have been added to an item manufactured by the buyer) received by the buyer through any bank or other account maintained by the buyer and the buyer will provide every assistance free of charge to the Company for the same.
7. Until payment due under all contracts between the buyer and Company has been made in full if the buyer sells or hires the goods (either in their original form or after alteration by the buyer and /or after they have been added to an item manufactured by the buyer) in the ordinary course of its business the buyer shall assign its rights to recover the selling price or hire charges from the third parties concerned to the Company if required to do so in writing by the Company.
8. Every insurable risk shall pass to the buyer as soon as the goods are delivered to it or into custody on its behalf. The buyer shall keep the goods insured in the amount of the price at which the goods are sold to the buyer against all insurable risks until payment due under all contacts between the buyer and Company has been made in full.
9. Of goods (either in their original form or after alteration by the buyer and/or after they have been added to an item manufactured by the buyer) are destroyed by an insured risk to the same being paid for by the buyer the buyer shall receive the proceeds of any such insurance as trustee for the Company.

## **Cancellation**

Once a contract has come into being between the Company and the buyer, that contract can not be cancelled only with the consent of the Company and upon terms that will indemnify it against loss. The buyer will indemnify the Company for all of the Company's contractual losses and the Company will not be under a duty to mitigate those losses.

## **Dispatch Abroad**

Goods dispatched abroad shall be deemed to have been inspected by the Buyer's agent or representative prior to dispatch from the Company's as no responsibility can be accepted by the Company after goods are consigned for shipment and the Company shall be under no obligation to give the buyer the notice specified.

## **Literature**

Illustrations, weights, measures, performance capabilities, application suitability information and other data set out in the sales literature of the Company are statements of opinion and are provided for information only and form no part of the contract.

## **Law of Contract and Jurisdiction**

All contracts for the supply of goods by the Company shall be governed by English Law and be within the exclusive jurisdiction of the Nova Scotia Courts.