

CONDITIONS OF SALE
ALL QUOTATIONS ARE BASED ON AND ALL PRODUCTS ARE SOLD ON THE FOLLOWING PROCEDURE
TERMS AND CONDITIONS

1. PROCEDURE

Your acceptance of this proposal should be indicated by signing in the space provided on the reverse side of this page. Seller recognizes, however, that Purchaser may, for operating convenience, wish to use his own form of purchase order. It is therefore understood and agreed that any provisions in the form of purchase order used which modify, conflict with or contradict any provision of this proposal shall be deemed to have been waived by Purchaser and that the provisions of this proposal shall constitute the whole contract between the parties, unless otherwise provided by specific formal agreement. Seller and Purchaser both intend and agree that the laws of the Province in which Seller is located shall govern the terms of any contract resulting from the acceptance of this proposal and all the terms thereof shall be interpreted by the said law. Notwithstanding the use by Purchaser of his own form of purchase order, no contract shall come into effect until acceptance by an executive officer of Seller.

2. DELIVERY

Delivery of the apparatus hereunder shall be made f.o.b. point of shipment unless otherwise specified herein. Shipping dates are approximate and are based upon prompt receipt by Seller of all necessary information from the Purchaser. The Seller shall not be liable for delay in delivery, or failure to manufacture, due to causes beyond its reasonable control, such as acts of God, acts of the Purchaser, acts of civil or military authority, priorities, fire, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, car shortages and inability due to causes beyond its reasonable control to obtain necessary labour, materials or manufacturing facilities. In the event of any such delay, the date of delivery may be extended for a period equal to the time lost by reason of the delay.

3. TERMS

If part of the apparatus is shipped in advance at the request of Purchaser, payment for such part shall become due as of the date of shipment. If Purchaser postpones time of delivery, or refuses to, or is unable to accept the apparatus when completed and ready for shipment, or if Seller is prevented from shipping because of causes beyond its reasonable control, Seller shall be entitled to payment as specified as though shipment had been made within the time above set forth, and Purchaser agrees to make such payment. Apparatus requiring the use of large traveling cranes for erection and shipment cannot be held after completion.

4. APPROVAL OF DRAWINGS

Drawings will be submitted to Purchaser or Purchaser's Engineer for approval where required. Should approval require modifications approval is considered final when such modifications have been incorporated on the drawings. Any subsequent changes or modifications by Purchaser or his engineers are beyond the terms of this contract and shall be subject to additional charge.

Equipment quoted as standardized products are not subject to modifications.

5. INSTALLATION

Purchaser agrees to install the apparatus in accordance with Seller's instructions.

6. GUARANTEE AND TRIAL PERIOD

Seller's guarantees as quoted below are a part of this proposal:

"Should latent defects, due to materials or workmanship develop under normal and proper use within one year from date of shipment, the Purchaser having given us immediate written notice of such defects, our only liability shall be to repair, free of charge, F.O.B. our works, the part or parts found defective, or to supply, free of charge, F.O.B. our works, a similar part to replace the defective part if the original part is returned to our works, freight prepaid, and the existence of such defect or defects is confirmed by our examination. No allowance will be made for repairs or alterations made without our written consent or approval. This agreement shall not be considered to include the furnishing of repairs or replacement of parts which properly come within the maintenance cost of plant operation.

"In no event shall we be liable for contingent or consequential damages or expenses including injury to employees or others in connection with the installation and operation of this apparatus on Purchaser's premises however caused.

"If within a year from date of shipment and after a fair trial while working under normal conditions and the load for which the apparatus was designed, claim is made that it does not fulfill the performance guarantees stated in our specifications, a reasonable opportunity shall be given us to investigate, and if necessary, to have charge of its operation.

"If under our supervision we demonstrate that the apparatus does fulfill our performance guarantees, we shall be reimbursed for all our expenses in connection with such demonstration. In the event of our inability to demonstrate that our performance guarantees have been or can be fulfilled, we are able to have the option of correcting any deficient parts or replacing by others, as we may deem necessary, for meeting the specifications and guarantees, or of accepting the return of the deficient equipment furnished by us, and in payment of all liability, of refunding to the Purchaser any and all sums which may have been paid by said Purchaser on the purchase price herein named.

"When performance guarantees cover equipment of several units, or a series of several appliances, it is understood that only such units, parts or appliances as fail to meet the specifications are subject to return or to refund adjustment.

"Save as aforesaid, no other guarantee or warranty, statutory or otherwise shall be implied and the foregoing shall constitute the sole liability of Seller."

7. TAXES

Unless otherwise stated the Seller's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use excise or other similar taxes applicable to the sale of apparatus hereunder shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide the Seller with a tax exemption certificate as authorized by existing legislation.

8. CANCELLATION

This contract is not subject to cancellation except by mutual consent and on terms which will indemnify Seller against loss.

9. TITLE

The title to and property in all apparatus sold hereunder and any substitutions or additions thereto and the right to possession thereof whether attached to realty or otherwise shall not pass from the Seller until all payments as herein set forth have been fully made by the Purchaser in cash. Upon failure to make any payment as herein provided the whole purchase money and any note or security given on account thereof shall forthwith become due and payable, and the Seller may immediately enter the premises where the said apparatus is located and take possession of and remove the same as its personal property and may retain any or all partial payments already received as a rental charge for the use of the said apparatus and material without affecting any further or other claims which it may have against the Purchaser. The Purchaser agrees to do all acts necessary to perfect and maintain such right and title in the Seller.

10. INSURANCE

During the period between delivery (or if the apparatus is installed by the Seller from the time the apparatus is turned over to the Purchaser) and final payment for the apparatus the Purchaser will maintain sufficient insurance thereon in the name of the Seller against loss or damage from any cause to cover the unpaid balance of the purchase price and failing to do so no loss or damage suffered during the aforesaid period shall relieve the Purchaser from payment of the balance of the purchase price or from any of the terms of this proposal. During such period the Purchaser will maintain all apparatus and materials delivered by the Seller in good condition.