



TERMS & CONDITIONS OF SALE

1. Parties – In this Sales Order / Invoice and in any documents, drawings, specifications or instructions referred to in the Sales Order / Invoice:
 - (a) “Seller” means CFP Industries Inc.
 - (b) “Buyer” or “Purchaser” means the person, firm or corporation to whom this Sales Order / Invoice is addressed on the face hereof and/or as stated on the attached Sales Order / Invoice.
2. The terms and conditions set forth on the face and back hereof and attached hereto by the Seller constitute the entire agreement between the parties for the goods covered by the Sales Order / Invoice, and no other terms and conditions which the Buyer may submit to the Seller shall in any way or under any circumstances apply. The order represented by the Sales Order / Invoice is placed and acknowledged by the Buyer only on the terms and conditions set forth on the face and reverse side hereof and/or as stated on the attached Sales Order / Invoice and shall constitute a contract on such terms and conditions either when signed and delivered by the Buyer to the Seller or otherwise acknowledged by the Buyer or when the Buyer or his agent has accepted delivery of the whole or any part of the goods herein described. No waiver, modification, addition, deletion, alteration, limitation, termination, rescission or discharge to or of these terms and conditions shall be valid unless made in writing and signed by an officer or actually authorized employee of the Seller.
3. All materials furnished hereunder shall be delivered to the Buyer F.O.B. point of shipment except where otherwise specifically stated. Unless provided to the contrary, shipments will be made via carriers and routes selected by the Seller with freight charges to be assumed by the Buyer. The risk of loss or damage, patent or otherwise, shall pass to the Buyer upon delivery to the carrier. Shipping dates are approximate and are based upon prompt receipt of all necessary information from the Buyer.
4. The Seller assumes no responsibility for loss or damage due to delay of shipment or inability to ship, caused by acts of God; war; labor difficulties; accident; delays of carriers; subcontractors or suppliers; inability to obtain goods; or any other causes of any kind beyond the control of the Seller.
5. Should the Seller be prevented from delivering part of such materials by reason of any of the causes enumerated in Clause No. 4 hereof, the Seller shall deliver and the Buyer shall take such part of the contract materials as the Seller shall be able to deliver at the time fixed for delivery. The Buyer shall pay for the part delivered in the same proportion of the price as the part delivered bears to the whole of the goods agreed to be sold.
6. Orders are not subject to cancellation by the Buyer except on such terms and conditions as the Seller may specify on application. All goods returned by the Buyer must be received by the Seller in the condition such goods were shipped by the Seller.
7. Seller warrants that the products sold hereunder have been produced and tested in accordance with the specifications set forth in Seller’s acceptance, however, no warranty of suitability for any particular purpose, nor any other representation or warranty whether express or implied, is made respecting said products, or the production thereof. The products furnished hereunder shall leave the manufacturer’s works in good condition. Seller will replace, at the delivery point specified in the contract of which these conditions of sale are made a part, any product furnished hereunder that is found to be defective or otherwise fails to conform to this contract, or, at Seller’s option, Seller will allow appropriate credit not to exceed the price paid for such product. Claims must be made promptly

after receipt of the product by Buyer and Seller must be given a reasonable opportunity to investigate. Buyer shall make all claims for damages or shortages within ten days of discovery of such damage or shortages and in no event shall claims for damage or shortages be considered by Seller at any time after one month from the date of delivery of the product to Buyer's port of entry. Buyer's remedies with respect to any product furnished by Seller hereunder that is found to be defective or otherwise not in conformity with this contract shall be limited exclusively to the right to replacement thereof or to allowance of appropriate credit not to exceed the price, as above provided. Products furnished hereunder must not be returned except by permission of Seller. Liability for any other breach of this contract shall be limited to the difference between the delivered price of the products covered hereby and the market price of such products at Buyer's destination at the time of such breach.

8. If the Buyer shall fail to pay any accounts when due under this Sales Order / Invoice, the Seller may, at its option and in addition to and not in lieu of other remedies suspend deliveries of the goods covered by the Sales Order / Invoice until such a time as such default shall have been cured, and may, should such default continue for a period of more than thirty (30) days terminate the Seller's obligation to make further deliveries hereunder by notice to the Buyer.
9. Neither any contract constituted hereunder, nor any claim against the Seller arising thereunder shall be assignable by the Buyer without the Seller's prior written consent. Any such contract shall not be an asset of the Buyer in bankruptcy, insolvency or receivership proceedings.
10. All goods owned by the Buyer and held for or received from the Buyer will be stored by the Seller only at the Buyer's risk and expense subject to exercise of reasonable care by the Seller.
11. All prices appearing hereon are exclusive of federal and provincial sales taxes, and any taxes which may be applicable, unless the contrary is specified, and all such taxes shall be paid by the Buyer. Where sales tax exemption is applicable, orders must bear the necessary sales tax certification.
12. CHATTEL PURCHASE SECURITY – The Purchaser hereby acknowledges that it has entered into an agreement to purchase those items of equipment described on the reverse side hereof or on the attached CFP Industries Inc. Sales Order / Invoice for the price and on the terms set out in our Purchase Order and/or on the attached Sales Order / Invoice and upon taking possession we hereby grant to CFP Industries Inc., a purchase money security interest in such items, together with all proceeds thereof, accretions and substitutions therefore until such time as the purchase price has been fully paid including interest at the rate of two (2%) percent per month on any overdue amount. The Purchaser agrees to retain in their possession the items of equipment being purchased within the Province of Alberta and they will not be moved or sold without the consent of CFP Industries. If the Purchaser is in default of paying the purchase price in accordance with the Purchase Order and/or CFP Industries Inc. Sales Order / Invoice, the items of equipment may be recovered and seized in accordance with the laws of the Province of Alberta, or the laws of any jurisdiction where the equipment may be found. The Purchaser acknowledges that we have retained a copy of this Agreement.
13. Stenographic and/or clerical errors are subject to correction by the Seller.