

CRANE SUPPLY
A DIVISION OF 13859380 CANADA INC.
TERMS & CONDITIONS OF SALE

1. **TERMS AND CONDITIONS.** These Terms and Conditions of Sale ("Agreement") cancel and supersede any and all terms of sale pertaining to products, and any supplements thereto, previously issued by Crane Supply, a subsidiary of 13859380 Canada Inc. ("Seller") to Buyer and are subject to change without advance notice. Acceptance of an order for products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Seller. This Agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained in this Agreement. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein.
2. **ACCEPTANCE OF ORDERS.** Buyer orders are accepted subject to satisfactory credit approval. Delivery may be delayed, without liability on the part of the Seller, pending such approval. No waiver by the Seller at any time of one or more of the provisions of this Agreement shall operate or be construed to operate as a continuing waiver of such provision(s).
3. **TITLE, TRANSPORTATION AND DELIVERY.** Unless otherwise stated in writing, all prices and delivery are FOB, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this sales order agreement or delivery of the products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by fire, flood, accident, riot, acts of God, war, governmental interference, strikes, embargoes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation, or any other causes beyond Seller's control. In the event delay is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may extend the date of shipment for a reasonable time, but in no event longer than five (5) days. In the event delay in shipment is caused by Buyer or at Buyer's request, and the products are not shipped within five (5) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Notwithstanding the foregoing sentence, products are subject to shipment in whole or in part, at Seller's option, and each shipment is subject to immediate invoicing. Seller's responsibility for shipment shall cease upon delivery of the products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.
4. **INSPECTION AND ACCEPTANCE OF PRODUCTS.** Buyer agrees that it shall inspect the products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.
5. **TAXES AND DUTIES.** Goods and Services Tax and Provincial Sales Tax, if applicable, are shown separately. In accordance with the law, taxes will be charged in the absence of detailed exemption certificates. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are CANADIAN DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

6. **TERMS OF PAYMENT** - Payment for products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; (2) credit card; (3) cash in advance; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. Cash discounts, expressed as a percentage, are based on the net amount of Seller's prices before any additions for taxes, transportation, or other charges and are only available if specified and if payment in full is made on or prior to the date indicated as applicable to receive such discount. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any products to Buyer on credit terms at any time or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any products, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. The purchase price of products in effect at the time an order is placed may not be the same price in effect at the time of shipment. Buyer shall be invoiced for, and agrees to pay, the price in effect at the time of shipment.
7. **SECURITY INTEREST**. Buyer grants Seller a security interest in the products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.
8. **RETURNED PRODUCTS**. Permission must be received prior to returning any products. Requests for returns must be made within 30 days from original sale. Any request to return products must be accompanied by the relevant invoice number and/or packing slip number of Seller. Seller has the right to refuse to accept return of any products. Products which are made to order, of obsolete design or used goods will not be accepted for return. All credits, if and when issued, except in the case of a Seller shipping error, will be subject to Seller's normal minimum return charge of 35%. Credit on non-stock or excessive quantities will be allowed on the basis of Manufacturer's allowance less Seller's return charge. Final acceptance of returned products is subject to examination by Seller to determine conditions. Products returned remain Buyer's property and responsibility until such time as a credit memo has been issued. Seller will notify Buyer if a decision is made not to issue credit. It will then be Buyer's responsibility to advise disposal instructions within five (5) days, otherwise the products will be scrapped. Buyer issued credits from returned products expire one (1) year after the issuance of the original credit, if not taken. No returned products are transferable or assignable.
9. **CANCELLATION**. Prior to delivery to place of shipment, an order for products may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete an order for products if any term and/or condition governing this Agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.
10. **WARRANTY** - The Seller will accept claims only to the extent of the manufacturer's warranty. The Seller neither assumes nor authorizes any persons to assume for it, any other liability in connection with the sale of products, except in the cases of express warranties, which may be issued by the Seller, in writing, from time to time, with respect to particular products. **THE WARRANTIES PROVIDED IN THIS SECTION ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND SELLER HEREBY DISCLAIMS, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES AND LIABILITIES OF SELLER AND ALL CLAIMS AND REMEDIES OF BUYER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY DEFECT IN ANY PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY (1) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, (2) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND (3) RECOVERY BASED UPON TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE AND (4) ANY RECOVERY BASED UPON DAMAGED PROPERTY, OR OTHERWISE BASED UPON LOSS OF USE OR PROFIT OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED**

EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY SELLER AND BUYER. IN THE EVENT THAT ANY PROVISION HEREOF SHOULD FOR ANY REASON BE HELD INEFFECTIVE, THE REMAINDER OF THIS ARTICLE SHALL REMAIN IN FULL FORCE AND EFFECT.

11. **FORCE MAJEURE** - Notwithstanding the foregoing terms and conditions and in addition thereto, the Seller shall in no event be liable to the Buyer or others for price protections and the maintenance of firm prices hereunder or delay in shipments, or defaults occasioned directly or indirectly by strike, lock-out, fire, flood, riot, war, embargo, labour shortage, walk-outs, lack or diminution of transportation services, shortages of materials or supplies, pandemics, quarantines, government act or regulation or any cause beyond the control for the Seller. Any penalty imposed upon the Seller in any such circumstances shall be null and void.
12. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SELLER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR REMOTE DAMAGES, INCLUDING LOSS OF PROFITS OR LOSS OF USE, OR FOR PUNITIVE, EXEMPLARY OR OTHER SPECIAL DAMAGES, HOWEVER STYLED, WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE.** The obligations and liabilities of Seller under this Agreement are expressly limited to the replacement or the repair by Seller of products, and shall not include any removal or reinstallation costs, or the costs of any recall program incident to such correction or replacement.
13. **LIMITATIONS OF ACTIONS.** Any action by Buyer for breach of this Agreement must be commenced within one (1) year after the cause of action has accrued.
14. **SPECIFICATION CHANGES.** In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered products, perform any additional work or supply any additional equipment or parts, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.
15. **INSURANCE.** Until the purchase price of any product is paid in full, the Buyer shall provide and maintain insurance equal to the total value of any such product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.
16. **PATENTS, COPYRIGHTS, TRADEMARKS, CONFIDENTIALITY.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.
17. **DEFAULT AND SELLER'S REMEDIES.** In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the applicable Personal Property Security Act in Canada. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.
18. **INSTALLATION.** Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation of the products purchased. Seller assumes no responsibility for proper installation or support of any product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation.
19. **ANTI-CORRUPTION; EXPORT CONTROLS; NO BOYCOTTS.** Buyer agrees that it shall, and that any party retained by the Buyer shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any party retained or paid by the Buyer shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of the products, technology, information or warranty

related services. Buyer further agrees that it shall not, and any party retained or paid by Buyer shall not, export or re-export the products, technology, information or warranty related services directly, or with its knowledge, indirectly, into any country that is embargoed or that has economic sanctions placed upon it by the U.S. Government. Failure to comply strictly with all applicable laws and licensing / approval requirements relating to embargoes, sanctions, export or re-export shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

20. ENTIRE AGREEMENT, GOVERNING LAW, JURISDICTION AND SEVERABILITY. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the Province of Ontario. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the provincial or federal courts sitting in the Province of Ontario. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
21. NO ASSIGNMENT. No rights arising under this Agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.