



GENERAL CONDITIONS OF SALE OF CALDIC USA INC.

Unless otherwise expressly agreed to in writing by Caldic Canada Inc. (Seller), all sales shall be subject to the following terms and conditions.

- 1 Seller warrants that the products here in described shall conform to Seller's specifications for such products. Buyer assumes all risks and responsibility for results in the use and/or the handling of these products whether used singly or in combination with other products.
- 2 In accepting the products described herein. Buyer shall be deemed to have declared itself familiar with the nature, hazards and use of the products and their containers and shall assume all liability resulting from or in any way connected with their possession, transportation, handling or the use thereof or their suitability for any particular end use.
- 3 Seller makes no other warranty concerning the products furnished herein. All recommendations made by Seller concerning uses or applications of the products are believed reliable but no warranty of results to be obtained is made. Use or application of the products is at Buyer's or its subsequent Vendee' election without liability to Seller.
- 4 Claims on account of defect in quality or loss of, damage to, or shortage in quantity of, the products shall be deemed waived by Buyer unless made in writing within thirty (30) days from the date of receipt at destination. The amount of any such claim and Seller's liability shall, in no event exceed the purchase price of the product with respect to such claim is made, together with the transportation charges paid therein to destination by the Buyer. Seller's weights, sizes and volumes at shipping points shall govern. In no event shall Seller be liable to Buyer for loss of profits or special indirect or consequential damages.
- 5 Ownership shall effectively pass from Seller to Buyer at Seller's shipping point unless stated otherwise on the face of this document.
- 6 Prices are subject to change without any notice unless special arrangements have been made. Clerical errors are subject to correction.
- 7 An interest rate of 2% per month (26.82% per annum) will be applicable to all arrears of payment and interest.
- 8 Any tax, such as sales tax, use tax, business transfer tax, gross receipts tax etc., payable because of the sale may be added to the price herein specified by the Seller.
- 9 Returnable containers shall remain the property of Seller and shall not be used by the Buyer for purposes other than the storage of products delivered therein by the Seller. Buyer undertakes to return such containers to Seller promptly when empty.
- 10 Buyer shall pay Seller container deposit charges as established by Seller and shall remit such charges when making payment for the products delivered therein. Container deposit charges will be refunded to Buyer upon return of the containers provided they are returned in good condition, within 30 days. All non-returnable containers shall be properly disposed by Buyer.
- 11 All shipments are subject to Buyer maintaining credit standing satisfactory to Seller.
- 12 Force Majeure - all shipments are subject to strikes, acts of Government Authorities, acts of God, or other contingencies beyond Seller's reasonable control. Any quantities so affected maybe eliminated from the contract without liability but the contract shall remain otherwise unaffected. During periods of shortages from such causes. Seller may pro rate its products for its own uses and for its customers in its sole discretion.
- 13 This contract is not assignable or transferable by Buyer without Seller's written consent.
- 14 In the event Seller agrees to respond to an emergency involving product sold by Seller to Buyer where Buyer has a legal responsibility to respond to the emergency. Buyer agrees to accept the actions of Seller, its subsidiaries, associated companies, directors and agents and agrees to indemnify and save them harmless from and against all losses, damages, injuries, liabilities, actions, claims or proceedings resulting from Seller's actions at the emergency excepting such claims by their willful misconduct or gross negligence.
- 15 The waiver by Seller or any breach or failure by Seller to enforce any of the terms and conditions contained herein shall not in any way limit or affect Seller's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein.
- 16 In any instance of interpretations of translation, the English version of this contract shall prevail.