

## TERMS AND CONDITIONS OF SALE

**Controlling Provisions:** The goods itemized and/or described on this invoice are shipped, delivered and invoiced out subject to payment by the purchaser to HIGH STRENGTH PLATES & PROFILES INC. of the price of goods as set out on this invoice and on payment of the transportation and shipping costs as set out. The acceptance by the buyer of any goods shipped or delivered pursuant to this invoice shall constitute an acceptance of the undermentioned terms and conditions. No waiver, alteration or modification of these provisions shall be valid unless made in writing and signed by the authorized representative of HIGH STRENGTH PLATES & PROFILES INC. The purchaser, by its acceptance of delivery of the goods, represents and warrants to HIGH STRENGTH PLATES & PROFILES INC., that it can and will pay the full purchase price when due, in accordance with the terms hereof, and HIGH STRENGTH PLATES & PROFILES INC., relies upon such representation and warranty. These terms and conditions shall be governed and interpreted under the laws of the Province of Ontario.

**Payment:** Payment shall be payable in Canadian funds unless otherwise stated and shall be made directly to HIGH STRENGTH PLATES & PROFILES INC. at 7464 Tranmere Drive, Mississauga, Ontario L5S 1K4 or to such other place as HIGH STRENGTH PLATES & PROFILES INC. may in writing direct.

**Payment Terms:** Terms of payment are thirty (30) days net from date of invoice unless otherwise stated. No cash discounts are allowable unless indicated on the face of this invoice. No cash discounts are allowable on "cash on delivery" (C.O.D.) orders notwithstanding the face of this invoice.

**Transportation Risks:** HIGH STRENGTH PLATES & PROFILES INC. shall not be responsible for any loss, damage or pilferage sustained while goods are in transit on behalf of the purchaser and any claims of such nature should be made promptly by the purchaser against the transportation company.

**Taxes:** The amount of any sales, excise or other taxes, shall be added to the purchase price as reflected on this invoice and shall be paid by the buyer unless the buyer provides HIGH STRENGTH PLATES & PROFILES INC. with an exemption certificate acceptable to the taxing authorities.

**Suitability for end use:** HIGH STRENGTH PLATES & PROFILES INC. shall in no way be responsible for suitability of the goods for any particular end use whatsoever.

**Limitation of liability:** HIGH STRENGTH PLATES & PROFILES INC. shall not be liable for prospective profits or special indirect or consequential damages nor shall recovery of any kind against HIGH STRENGTH PLATES & PROFILES INC. be greater in amount than the purchase price of the goods causing the alleged damage, whether the damage is caused by the negligence or any fundamental breach of contract on the part of HIGH STRENGTH PLATES & PROFILES INC. or for any other cause whatsoever. Purchaser assumes all risk and liability for loss, damage or injury to persons or property of the purchaser or others arising out of the use and possession of the goods.

**Risk of loss:** Risk of loss or damage to the goods shall pass to the purchaser upon delivery of the goods to an authorized carrier if transportation is FCA origin or shall pass on acceptance by purchaser of delivery or on possession of goods by purchaser. All international shipments are FCA origin.

**Force Majeure:** HIGH STRENGTH PLATES & PROFILES INC. shall not be liable for failure to deliver or delays in delivery occasioned by strike, or by insurrections, fire, floods, inability to obtain shipping space, delays of carriers or suppliers, embargoes, governmental disposition of material, breakdowns or any other cause beyond the reasonable control of HIGH STRENGTH PLATES & PROFILES INC. including without limitation, labour difficulties, shortages of labour, fuel, power, material or supplies.

**Return of goods:** Goods cannot be accepted for return and credit unless specific permission of HIGH STRENGTH PLATES & PROFILES INC. has been obtained in which case same will be credited subject to the following: (a) All material returned must, on its arrival at HIGH STRENGTH PLATES & PROFILES INC.'s plant, be found to be in first class condition and if not, cost of putting in salable condition will be deducted from credit memoranda; (b) A handling charge deduction will be made from all credit memoranda issued for material returned; (c) Transportation charges, if not prepaid, will be deducted from credit memoranda. In no case will goods be accepted for return later than 30 days after receipt of material.

**Shortages:** No claim for shortages or damages will be allowed unless made in writing (by prepaid, first class, registered mail to HIGH STRENGTH PLATES & PROFILES INC.) within ten (10) days of receipt by the purchaser of the order.

**Overdue accounts:** All unpaid and overdue accounts shall bear interest at the rate of eighteen percent (18%) per annum (one and one half percent (1 ½%) per month) from thirty (30) days after invoice or other agreed term. All payments, other than the payment in full of all accounts outstanding, shall be credited firstly against interest and secondly, against the principal amount of the purchase price for the goods supplied.

**Warranty:** HIGH STRENGTH PLATES & PROFILES INC. gives no warranty as to the merchantability or fitness for any purpose of the goods supplied and any implied warranty or condition of merchantability or fitness for any purpose is hereby expressly disclaimed. Reservation of property and ownership rights: Title to the goods shall remain vested in HIGH STRENGTH PLATES & PROFILES INC. until the entire purchase price as indicated on this invoice, together with all incidental costs and expenses inclusive of transportation costs and taxes have been paid in full. The security interest of HIGH STRENGTH PLATES & PROFILES INC. herein shall extend to the proceeds received or receivable by the purchaser from the sale of the goods.

**Remedies:** HIGH STRENGTH PLATES & PROFILES INC. shall have a security interest in the goods as of the date hereof and shall be entitled to rights and remedies of a secured creditor. Time is of the essence of this agreement and if the purchaser defaults hereunder or violates any terms hereof or any term of the sales order (if any) or in the event of any proceeding in bankruptcy being taken by or against the purchaser or in the event of the goods being substantially damaged or in the event of goods being seized under any judicial process or for rent or if confiscated, the purchase price shall, without notice, immediately become due and payable and HIGH STRENGTH PLATES & PROFILES INC. may immediately take possession of the goods and for such purpose may enter any premises without notice or demand without legal process and concurrently therewith bring suit against the purchaser for unpaid balance. HIGH STRENGTH PLATES & PROFILES INC. may retain any payments previously made in respect of the goods on account of liquidated damages and HIGH STRENGTH PLATES & PROFILES INC. may, at its option, suspend deliveries of goods made hereunder and terminate its obligation hereunder. All rights and remedies hereunder are cumulative and not alternative. The purchaser hereby waives its rights under any act which prohibits a conditional vendor from suing for the balance of the purchase price or for any deficiency therein following the resale of the repossessed chattels or goods.

**Severability:** In the event of any provision hereof being held invalid or unenforceable such invalidity or unenforceability shall not invalidate any of the other provisions hereof and same shall continue to be in full force and effect.

**Effect of waiver:** Failure by HIGH STRENGTH PLATES & PROFILES INC. at any time to require the strict performance by the purchaser of any provisions of this agreement shall not be regarded as being a novation of this contract and shall in no way affect the rights of HIGH STRENGTH PLATES & PROFILES INC. to require strict performance of that provision.

**Ballistic applications:** HIGH STRENGTH PLATES & PROFILES INC. sells commercial abrasion resistant steel, a sample of which may be tested on behalf of the purchaser by a third party of the purchaser's choice against the requirements of a ballistic standard selected by the purchaser on a heat lot per thickness basis. Purchasers are solely responsible for determining whether the steel provides the appropriate level of ballistic protection for any ballistic application. Commercial abrasion resistant steel is not produced for or sold to ballistic standards or applications. The contents of any document or communication involving ballistic data must be considered as being given for guidance only. It is the responsibility of the user to adapt such information to the requirements of the user's application. In no event will HIGH STRENGTH PLATES & PROFILES INC. or its officers, directors, employees or agents be liable to any party for use of any information provided. All information is provided with no express or implied representations or warranties by HIGH STRENGTH PLATES & PROFILES INC. or by its officers, directors, employees or agents as to the correctness of such information. HIGH STRENGTH PLATES & PROFILES INC. and its officers, directors employees and agents shall have no liability in connection with the use of such information.