

CANADA SALES TERMS AND CONDITIONS

These Sales Terms and Conditions are referred to herein as the "Terms". Each order acknowledgment attached hereto, invoice or executed agreement by and between the Parties (the "Agreement"), if any, that incorporates these Terms is referred to below as the "Contract". No modification of or addition to the Contract shall be effected by any course of dealing or usage of trade, or acceptance or acknowledgment by Seller of any purchase order or other form submitted by Buyer containing additional or different terms or conditions; any terms or conditions provided unilaterally by Buyer are hereby expressly rejected by Seller. Except as specifically stated herein, no addition to or modification of the Contract shall be valid unless made in a writing signed by an authorized representative of the party to be bound thereby and specifically referencing the Contract. If the Agreement and these Terms are inconsistent with each other, the Agreement shall control.

1. **PAYMENT:** Payment of the full amount of each invoice shall be made to Seller, without deduction or offset. Unless otherwise provided on an invoice, all payments are due net thirty (30) days from date of invoice. All amounts payable hereunder shall be paid by check or electronic transfer at the location indicated on the invoice. Payments which are not timely received are subject to late charges at the lower of 18% per year or the maximum rate allowed by law. Seller retains and Buyer grants a security interest in the Product until Seller is paid in full.

2. **PRICE:** At any time(s) during the Contract but effective on not less than fifteen (15) days' prior written notice, Seller may adjust the price of any Product. Prices stated on an Order Confirmation are indicative only and subject to change. The prices applicable to any order shall be the prices in effect on date of shipment which may reflect increases of up to 100% of the prices indicated in the Order Confirmation and Buyer agrees to pay such amounts. Where the Contract price provides for absorption by Seller of freight charges, wholly or in part, Seller shall have the right to select the route, mode and carrier. If Buyer requires a route, mode or carrier other than that selected by Seller, any extra cost incurred shall be paid by Buyer. If freight or other transportation costs are increased, Seller may add any increase to the contract price. Buyer acknowledges that additional charges may be imposed with respect to deliveries made not during standard business hours, deliveries made on weekends or holidays and deliveries made on less than forty eight (48) hours' notice. Such charges shall be reasonably determined by Seller.

3. **CREDIT RISK:** If at any time the responsibility of Buyer, or the credit risk of Buyer, shall become unsatisfactory to Seller, Seller may require cash or security satisfactory to Seller prior to subsequent shipments or deliveries hereunder. The election by Seller to require such cash or security shall not affect the obligation of Buyer to take and pay for the Products. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by Buyer to Seller. Seller may set off any amount which Seller owes at any time to Buyer or any of Buyer's affiliates or subsidiaries against any amount payable at any time by Buyer hereunder. Additionally, Seller may terminate the Contract and all undelivered orders immediately without notice if Buyer becomes insolvent, dissolved, liquidated, makes a general assignment for the benefit of its creditors, files or has filed against it a petition in bankruptcy, or has a receiver appointed for a substantial part of its assets.

4. **DELIVERY:** Buyer accepts Seller's point-of-shipment weights and measurements, unless proven incorrect. Unless otherwise specified, all Product is delivered at that facility of Seller or a third party where Product is finished or stored on behalf of Seller. Title to and risk of loss of all Products sold hereunder shall pass to Buyer at the Seller's point of shipment whether or not Seller pays all or any part of freight, and notwithstanding any other designation elsewhere in the Contract.

5. **WARRANTY:** Seller warrants that product(s) or services sold under any Contract ("Product") will conform to Seller's then current specifications and Seller will convey the Product with good title, free from any lawful lien or encumbrance. SELLER MAKES NO OTHER WARRANTY REGARDING QUALITY OR PERFORMANCE OF THE PRODUCT. THERE IS NO IMPLIED WARRANTY THAT THE PRODUCT WILL BE MERCHANTABLE OR FIT FOR BUYER'S PARTICULAR USE OR PURPOSE AND SUCH WARRANTIES THAT MAY OTHERWISE BE IMPLIED ARE EXPRESSLY DISCLAIMED. Buyer shall confirm the accuracy of all shipments, as to Product identity, quantity and quality upon receipt, and Buyer waives all claims therefor unless made in writing and delivered to Seller within thirty (30) days after receipt of Product.

6. **REMEDIES:** SELLER'S TOTAL LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ASSOCIATED WITH THE CONTRACT, HOWSOEVER CAUSED AND WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, IS EXPRESSLY LIMITED TO REPLACEMENT OF NONCONFORMING PRODUCT OR PAYMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC QUANTITY OF PRODUCT FOR WHICH DAMAGES ARE CLAIMED, AT SELLER'S OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES. No claims will be recognized for Product disposed of or returned without Seller's consent, and no shipping costs will be paid unless previously authorized in writing.

7. **PRODUCT INFORMATION:** Buyer will familiarize itself and comply with all information and precautions to be taken in the transportation, delivery, unloading, discharge, export, storage, handling and use of each Product, all as described in applicable communications provided by Seller, including the Safety Data Sheets for the Product, and Buyer will instruct its employees, independent contractors, agents, customers and any third party which may be exposed to the Product about such Information and make copies available to such parties. Buyer assumes full liability and responsibility for compliance with the Information and all applicable laws, statutes ordinances and regulations of any governmental authority ("Applicable Law") related to the processing, transportation, delivery, unloading, discharge, storage, handling, disposition, sale or use of each Product (including all applicable export control laws).

8. **INDEMNITY:** Buyer agrees to defend, indemnify and hold Seller, its affiliates, successors and assigns, officers, directors, shareholders, employees, independent contractors and agents harmless from and against all claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including reasonable attorneys' fees), penalties and judgments ("Claims") by any third party (including Buyer's employees and customers) arising from Buyer's negligence, willful misconduct or breach of Buyer's obligations hereunder, as well as any Claims resulting from uses of any Product after delivery by Seller which are (i) inconsistent with any Information provided to Buyer, (ii) in violation of any Applicable Law, or (iii) within Buyer's assumed liability and responsibility under the Contract.

9. **BUYER'S USE:** Buyer agrees that Buyer has independently determined the suitability of the Product for Buyer's application or use and assumes full liability and responsibility for quality control, testing and determination of suitability of any Product for its subsequent intended application or use in any process or as a component of any other product ("Intended Uses"). Buyer agrees to protect, defend and hold harmless Seller from and against all Claims associated therewith including, without limiting the generality of the foregoing, claims associated with product liability and export control laws with respect to Intended Uses as well as infringement of any third party's intellectual property rights, patents on processes practiced by Buyer or patents on products made through such Intended Uses.

10. **FORCE MAJEURE:** Neither Buyer nor Seller shall be liable for any delay in performance or non-performance for any cause beyond the reasonable control of the party affected, whether or not foreseeable by the party affected. Quantities so affected may, at the option of either party, be eliminated from the Contract without liability, but the Contract shall remain otherwise unaffected. Seller may allocate its available supply among its purchasers, including departments and divisions of Seller and its affiliates, on such basis as Seller may deem fair and practical without liability to Buyer.

11. **TAXES:** Unless Buyer has provided Seller with evidence of exemption, Buyer shall pay all taxes, excises, fees or charges with respect to the storage, sale, use or transportation of the Product.

12. **EXPORT COMPLIANCE:** If Buyer exports or re-exports the Product, it is Buyer's responsibility to ensure compliance with all applicable export laws including, but not limited to, obtaining any required export license or other permission from any Government agency having export control authority over the Product.

13. **ANTI-CORRUPTION:** Buyer agrees that it will conduct itself in compliance with all applicable anti-corruption laws, including without limitation the Foreign Corrupt Practices Act in connection with any import, export, use, resale or further distribution of the Product.

14. **LIMITATIONS ON LAWSUIT:** Any action on behalf of Buyer for breach of the contract must be commenced within one (1) year after the cause of action has accrued.

15. **GOVERNING LAW:** This agreement shall be governed by and construed under the laws of Ontario, without regard to the conflicts of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Failure of either party to exercise any right it has under the Contract on one or more occasions shall not operate or be construed as a waiver by such party of the same right on another occasion or any other rights it has; any waiver must be in a writing signed by the waiving party.