

TERMS AND CONDITIONS OF SALE

All references in this document to "Seller" shall include HDS Canada, Inc. ("HDS") and / or any subsidiary or affiliate HDS (including any division of the foregoing) performing any or all of the scope hereunder, whether or not specifically identified herein. All sales made by Seller are subject to the Terms and Conditions of Sale, which shall prevail over any inconsistent terms of any purchase order or other document. No terms and conditions in any way altering or modifying these provisions or any other terms of Seller shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. Purchaser shall also be bound by all payment terms listed on any invoice.

Prices in quotations made by Seller are subject to change without notice, and all quotations expire and become invalid if not accepted within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions when made are for Purchaser's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to Federal, Provincial or local authority. Any taxes now or hereafter imposed upon sales of shipments will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate.

Seller shall not be liable for delay or default in delivery and all quotations and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes, or other labor troubles, fire, force majeure, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels, or supplies, acts of God, or any other cause whatsoever beyond Seller's control.

Goods not manufactured by Seller are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Purchaser by the original manufacturer of such goods. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY HEREUNDER, AND PURCHASER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT OR PURSUANT TO STATUTE, FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE GIVING OF CREDIT OR REPLACEMENT. SELLER MUST BE GIVEN WRITTEN NOTICE BY REGISTERED MAIL IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS BY PURCHASER. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE ALLEGEDLY DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE ALLEGEDLY DEFECTIVE GOODS MUST BE RETURNED TO SELLER AT THE PURCHASER'S OWN EXPENSE. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN ALLEGEDLY DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. PURCHASER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION, OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS DOCUMENT, ANY PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN PURCHASER AND SELLER.

No credit for goods returned by Purchaser shall be given without Seller's written authorization. All goods returned with seller's authorization are subject to a restocking charge. No claim for shortage of goods or damage to goods shall be allowed unless Purchaser, within ten (10) days after receipt of shipment, gives Seller written notice by registered mail, of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. All sales are FOB's Seller's loading dock. Seller shall not be liable to Purchaser for goods which are damaged or lost while in the possession of a common carrier, and it will be Purchaser's responsibility to recover any and all damage directly from the common carrier. Any change in quantities or destination may result in a price adjustment by Seller.

Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation.

Unless otherwise stated on the invoice or other writing from Seller, payment terms are net 30 days. Payment is due in the form of cash, cash equivalent, cheque, or money order. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. The purchaser agrees to pay the total outstanding within 30 days of the date of the invoice. Interest will be payable by the Purchaser at a rate of 1 ½% per month (18% per annum) on any amounts outstanding for more than 30 days. The finance charge stated herein shall continue to accrue after Seller obtains a judgment against Purchaser. The Seller has the right to exercise setoff or recoupment when needed to satisfy an outstanding debt including acceptance of liability incurred for third party collection costs and/or legal costs incurred in the event of default of payment.

Seller has implemented a policy facilitating the use of electronic payment (ACH debits) technology for the movement of funds. In accordance with this policy, checks received by Seller as payment for goods and/or services provided might be used for the purpose of capturing the bank routing and account information for the depository financial institution named thereon. Seller reserves the right to initiate an ACH debit entry to the payer's checking account.

Purchaser agrees to pay Seller all costs and expenses of collection, suit, or other legal action, including all actual lawyers' and paralegal fees, incurred through trial, on appeal, or in any administrative proceedings brought as a result of the commercial relationship between them as permitted by the law of the province. Any cause of action which Seller may have against Purchaser may be assigned by Seller without the express written consent of the Purchaser.

Purchaser waives any and all privileges and rights, which Purchaser may have relating to venue. Purchaser and Seller agree that any legal action brought by either as a result of the account or business relationship between Purchaser and Seller shall be brought in the venue of the Province where the sales from Seller to Purchaser occurred.

Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Seller's extension of credit shall at all times be within the sole discretion of Seller. Seller retains the right to curtail, modify or eliminate any credit availability or credit limit within its sole discretion. Purchaser certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Purchaser agrees to provide Seller a certification of solvency on request. Purchaser agrees to send Seller written notice of any changes in the form of ownership of Purchaser's business within five days of such changes.

PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.

All individual Applicants and Guarantors must be of the age of majority in their province of residence and be a permanent resident of Canada.