

## **Galaxy Plastics Ltd and Bren Technologies Inc. Terms & Conditions of Sale**

These terms and conditions apply to Galaxy Plastics Ltd and/or Bren Technologies Inc. or any subsidiary companies, collectively known as the ("Vendor")

**SCOPE**, All purchase orders are accepted and all sales are subject to these terms and conditions. It is agreed that any terms or conditions contained in the Purchaser's order or otherwise stipulated will be for the internal use of the purchaser and not applicable or binding to the Vendor. In the event of a conflict between the Purchaser's Terms and the Vendor's Terms, the Vendor's Terms will prevail.

**ACCEPTANCE/CANCELLATION OF ORDERS** Purchase order are accepted upon satisfactory credit approval by the vendor. Orders cannot be cancelled without the vendors written consent. Furthermore, custom products manufactured to purchaser's specifications or project orders manufactured to the purchaser's volume requirements cannot be cancelled, modified or returned regardless of these items being a stocked or non-stocked item. Exceptions to this must be obtained in written consent from the vendor detailing specific terms and conditions for the acceptance to any cancellation, modification or return of said product.

**SHIPMENTS** All, deliver schedules stated in the quotation or order confirmation are approximate. The vendor is not responsible for any liability or damages to product during shipment or any shipment delays whether within or outside the vendors control. All shipments are F.O.B. the vendor's location and all loss, damage or delay during transit of goods purchased are at the risk of the purchaser. Receipt of goods should be examined carefully before acceptance from the carrier. Claims for shortages or wrong goods shipped must be made within 24 hours of the receipt of shipment. Failure to give such notice shall be deemed unqualified acceptance of the shipment and a waiver by the purchaser of any claim with respect to the shipment. Freight Prepaid orders will be shipped by the vendor's carrier of choice unless agreed upon in writing to use to purchaser's carrier of choice.

**INSURANCE** The purchaser agrees to keep the purchased products fully insured against loss, theft, destruction or damage including during transit with the carrier or in the carrier's yard, or occurring at any point after the purchaser, purchaser's carrier or any other representative takes possession of the product, said insurance shall be placed with insurance companies for the benefit of the seller and the proceeds of any such insurance, shall at the option of the seller, be applied to the payment due for the products.

**TITLE TO PRODUCTS** The purchaser acknowledges and agrees that until the payment of the amount shown on the vendor's invoice is received the vendor title to the products shall remain with the vendor until full payment is received by the vendor. Until such payment is received in full the vendor shall have the right without notice to enter the premises where the goods are located and take possession of the product in the event the purchaser's payment obligation for those products to the vendor has become past due. The purchaser agrees to defend, indemnify and save the vendor harmless from any all costs, expenses and damages including legal fee's arising out of any claim asserted against the vendor as a consequence to vendor exercising such right.

**PRICES** All published prices are subject to change without notice until orders are accepted by issuance of an order confirmation. Confirmed prices will remain in effect for product shipped within a 30-day period or an extended period agreed upon under written acceptance by the vendor. All orders are deemed ready to ship in whole or in part by the vendor unless written confirmation is given to the purchaser with specific ship dates. All shipments are invoiced immediately. Prices do not include any sales taxes. The purchaser must provide the vendor with any tax exception certificates as required by the specific tax jurisdiction, in order not to be charged for any of the applicable taxes.

**TERMS OF PAYMENTS** Payment terms are stated on the vendors invoice to the purchaser. In any instance where no payment terms are shown payments are then due within 30 days. Overdue invoices are subject to finance charge of 2% per month (24% annual on past due invoices). The granting of credit by the vendor is at all times based on its evaluation of the purchaser's financial condition. If such financial condition does not justify continuance of shipment on credit, then the vendor may require full or partial payment in advance.

**DEFAULT** If the purchaser defaults in paying by the specified due date for any invoice issued by the vendor, or if a proceeding bankruptcy, receivership or insolvency shall be instituted or filed by or against the purchaser as a debtor, bankrupt, defendant or insolvent or if the purchaser shall enter into any arrangement or agreement with its creditors, the full amount of the purchase price then remaining unpaid shall, at the option of the vendor be immediately due and payable, anything to the contrary in any other document or agreement notwithstanding, it being expressly agreed that the title in the goods shall vest with the purchaser only on the payment of the full purchase price and on the compliance by the purchaser with the purchasers obligation under these terms and conditions.

**RETURN OF PRODUCTS** Unless the purchaser has obtained prior consent to the return of products, the vendor will not be required to accept returned products from the purchaser. The Vendor may accept the return of products under the following conditions. The purchaser has obtained a Return Material Authorization (RMA) number from the vendor. Products must be returned freight prepaid to the vendor. Products must be received in a good saleable condition and if possible in original packaging. A minimum return charge of 25% of the purchase price will be applied to any credit issued pursuant to the return of products, except in the case of vendor shipping error. All products are subject to inspection where further re-work charges will apply if deemed to be necessary. If the returned goods are not eligible for resale as new, the products will be rejected for eligible credit being issued. The vendor will advise the purchaser accordingly on any changes beyond the standard 25% restocking fee. Products deemed to be: (1) custom made, (2) for pressure applications, (3) obsolete, (4) excessive quantities or (5) a specialty product cannot be returned.

**CHANGES TO PRODUCTS** The vendor reserves the right to make changes, modifications or improvements to its products without assuming any further obligation.

**PATENT RIGHTS** If any claim is made against the purchaser based on the allegation that any of its products sold by the vendor constitutes infringement of any U.S. or Canadian Patent, the purchaser shall notify the vendor immediately. The Vendor shall have the right, at its own option and expenses, to take any actions to protect and defend its rights.

**FORCE MAJEURE** The vendor shall in no event be responsible or liable for any non-performance, loss or damage or any kind or nature whatsoever, direct or indirect, suffered by the purchaser, subsequent purchasers, ultimate users of the goods, or any person, as a result of any factors beyond the reasonable control of the vendor including (without limitation) Purchaser's acts or omissions, labour shortage, price alterations, strikes, lock outs, work slow downs, delay in shipments, accidents, fire, flood, earthquakes, severe weather, civil commotion, riots, war, terrorism, breakdowns, delays in manufacturing, transportation or delivery of products, shortage of materials or supplies, governmental or regulatory or licencing actions or charges, or any other circumstance beyond the Vendor's reasonable control.

**CONDITIONS OF RESALE/SUBSEQUENT PURCHASERS** These terms and conditions shall be binding upon all subsequent owners and users of the products. Products are sold subject to the condition that they shall not be resold or otherwise conveyed without similar conditions, including that these conditions be imposed upon on the subsequent purchaser/ user or transferee.

**GOVERNING LAW** This agreement and all rights and obligations hereunder shall be governed by the laws of the province in which the Vendors Head office is located and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in that province where the Vendor's Head office is located.

## **WARRANTY AND LIMITATION OF LIABILITY**

Vendor's products are guaranteed against defects resulting from faulty workmanship or materials, subject to the limitations, exceptions, disclaimers and conditions stipulated hereunder or specified with respect to particular products and posted, updated or amended on the Vendor's website or stipulated in the product literature.

Vendor's entire liability (and purchaser's entire remedy) on any claim arising out of the sale of the products or its replacement of defective goods, shall be limited to the purchase price of the products that are proven to be defective and the costs of transport. This warranty does not extend to, and is voided by, any modification or altering of the product, have not been used in more than one installation, abnormal operating conditions, misalignment of product, UV degradation, incompatible lubricants, unusual pressure surges or pulsation, water hammer, temperature shocking or fouling, or because of misuse, abuse, accident or damage in transit, improper handling or installation not in accordance with recommended practices or codes, acts of nature such as earthquakes, fire, flood or lightning or any other event of force majeure.

If the products sold to purchaser fail to conform to this limited warranty, purchaser must give the vendor written notice of such non-conformance, within 30 days of the time when the defect was or should have been discovered, but not later than one year after the receipt of the products in any event, or the purchaser waives any warranty claim or any other claim with respect to the products.

Purchaser agrees that neither vendor nor vendors officers, directors, managers, employees, agents, distributor or representatives shall under any circumstances be liable (a) for any other damages, direct, incidental, special, indirect or consequential, whether resulting from vendors negligence or otherwise, resulting from or in connection with products sold to purchaser, nor (b) for any claims, actions, suits and proceedings which may be instituted in respect to the foregoing, including claims, actions, suits and proceedings made by subsequent owners and users of the products, nor for strict liability or other tort, nor (c) for lost revenues or earnings, lost profits, lost opportunities, cost or delays, lost good will or reputation, or punitive or exemplary damages, if it is found that this remedy fails of its essential purpose, sellers liability shall nonetheless be limited to a refund of the purchase price of the product, and transportation costs. The exclusion of consequential damages shall be deemed independent of, and shall survive any failure of the essential purpose of any limited remedy.

Vendor shall have the right to modify at any time the design of the products or materials used therein without any liability, except to the extent that any such modifications would breach any specifications, standards or design requirements that have been agreed upon in writing between the vendor and the purchaser.

The vendor disclaims any liability or responsibility for (a) labour, materials and/or other expenses required to replace the defective product or to repair any damage resulting from the use thereof (b) for the purchasers calculations, product drawings or engineering design specifications (c) regarding the accuracy of any plans, drawings or specifications furnished to the purchaser as part of the sale of any of the vendors products (d) for loss or damage resulting from failure to abide by the manufacturer's warnings, safety instructions or other precautionary guidelines.

Vendor makes no warranty other than the limited warranty given above. Which is the sole and exclusive warranty given by the vendor. This limited warranty and remedy is expressly in lieu of any and all other express or implied warranties, including statutory warranties, and excludes any implied warranty of merchantability of fitness for a particular purpose. Purchaser's purchase of the product is irrevocable and purchaser has decided that the standard of the product is fit for the purchaser's purpose.