

S.A.S. Technical Services Ltd. (S.A.S.)  
QUOTATION AND ORDER/AGREEMENT TERMS AND CONDITIONS  
Revised June 2013

The Quotation may be accepted in writing within 30 days from its date or within the period of time specified in the Quotation, whichever is less. Verbal quotations are only valid on the day they are given unless confirmed with a formal quotation. The Quotation and any ensuing Order/Agreement arising is subject to credit approval of the purchaser by S.A.S. and proper security being in place if required. Acceptance of the Quotation is subject to the terms and conditions listed herein. In the event the purchaser's purchase order, acceptance or other written communication states terms additional to or different from those set out in the Quotation, the terms and conditions of this document shall prevail, and the terms and conditions of the purchaser's purchase order shall be of no force or effect.

Quotation prices are based on quantities shown and are subject to change if quantities change. The prices quoted are F.O.B. Burlington, Ont., unless otherwise stipulated on the quote, with transportation charges extra. Shipping or delivery dates given prior to shipment or delivery are estimates only and are based upon prompt receipt by S.A.S. of all necessary information. Material shown in stock, prior to a purchase order being awarded, is subject to prior sale. S.A.S. cannot guarantee delivery dates nor will it accept penalties for delivery delays. Shortage or damage claims must be made with the delivering carrier in writing within 7 days of receipt of goods, equipment, product or materials purchased (herein sometimes called "**goods**" or "**equipment**"), with a copy of the claim to be given to S.A.S. Error or omission claims must be made in writing within 24 hours of receipt of goods. No goods are to be returned without written authorization from S.A.S. and then only in accordance with the terms and conditions specified by S.A.S. Goods returned are subject to inspection, approval and a minimum of a 25% restocking charge and must be in original packaging and in resalable condition. The only exception will be when the exchange is required because of mistakes by S.A.S. Specially ordered non-stock items and fabricated items will be reviewed individually and will have a minimum 50% restocking charge. There may be cases where S.A.S. will not be able to accept the return of equipment for credit. With the exception of the return being due to the error by S.A.S., buyer pays freight both ways. If the purchaser delays in releasing the goods for shipment, then (a) payment shall become due as if the shipment had been made on the date actually agreed to; and (b) all handling and storage charges incurred before the goods are released for shipment by the purchaser, shall be for the purchaser's account. Errors and omissions of stenographic or clerical nature are expected and are subject to correction. This quotation and order/agreement is our interpretation of the available information at the time of the quotation and it is the responsibility of the customer (including their engineering department) to approve and ensure accuracy and completeness. It is the responsibility of the customer to confirm this bill of material.

The Quotation, once accepted by the purchaser, authorizes S.A.S. to proceed with the order in accordance with the terms contained herein. Once accepted, the order may only be cancelled or altered with S.A.S.'s written consent and subject to cancellation charges and upon terms which will indemnify S.A.S. against all loss. No alteration, variation, modification or waiver of any of these terms and conditions shall be binding on S.A.S. unless made in writing and signed by an authorized officer of S.A.S. The Quotation may not be assigned or transferred by purchaser in whole or in part without S.A.S.'s consent. Time shall be of the essence of this Quotation.

In no event shall S.A.S. be liable to the purchaser or to any other person, firm, corporation or other entity (a "Person") for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business; contribution or indemnity in respect of any claim against the purchaser; loss of use of equipment or system; increased expense of operation, overhead or production; increased costs of power supply; loss of use of capital; loss of other contracts; third party claims against the purchaser by subcontractors, suppliers or others; cost of purchased or leased replacement equipment, systems or power), whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if S.A.S. has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by S.A.S. S.A.S. will not be liable for any damages claimed by purchaser based upon any third-party claim. No action arising out of or in connection with this Quotation or ensuing Order/Agreement or any of the goods provided hereunder may be brought by purchaser more than 1 year after the cause of action has accrued, except that an action for nonpayment of any monies due S.A.S. hereunder may be brought within 2 years from the Due Date (as described below) of the invoice.

Invoiced amounts shall be paid within 30 days of the date of the invoice (the "Due Date") in Canadian currency (or as stated on quotation). Interest on any unpaid invoiced amounts shall be charged from the Due Date to the date of payment at 1.5% per month (18% per year) (the "Overdue Rate"). Any sales, revenue, excise or other taxes imposed or increased by any present or future law on the sale of the goods shall be for the account of the purchaser, unless the purchaser furnishes S.A.S. with tax exemption certificates in a form acceptable to the relevant taxing authorities in lieu of payment of such taxes. If, after being advised by the purchaser that the purchase is tax exempt, the relevant taxing authority denies the tax exemption status, the purchaser agrees to pay to S.A.S. immediately all applicable taxes, penalties and any consequential damages suffered by S.A.S. If purchaser furnishes complete specifications and authorization to fabricate and shipment is then postponed by the purchaser, the order will be billed on date of shipment originally specified by the purchaser. If held for shipment, a charge for storage will be made two weeks after specified shipping date.

Title to the goods is reserved to S.A.S. and does not pass to the purchaser until payment of all invoiced amounts (and any interest thereon) is made in full. The parties acknowledge that S.A.S.'s interest in the goods is a purchase money security interest within the meaning of the *Personal Property Security Act* (Ontario), as amended or replaced from time to time (the "Act"), and that this Quotation and ensuing Order/Agreement is a security agreement within the meaning of the said Act. The parties acknowledge that they have not agreed to postpone the time for attachment of such security interest.

The occurrence of any one of the following events shall constitute a default (a "Default") under this Quotation and ensuing Order/Agreement: (a) the purchaser fails to pay any invoiced amount on its Due Date; (b) the purchaser fails to perform or observe any other covenant, condition or agreement to be performed or observed by the Purchaser hereunder; (c) any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or any other proceedings for the relief of debtors are instituted by or against the purchaser; (d) a trustee, receiver or receiver and manager is appointed for the purchaser or for part or all of the property of the purchaser; (e) the goods become subject to any lien, levy or attachment (except for any lien, levy or attachment relating to S.A.S.); or (f) any of the goods, in the opinion of S.A.S., are stolen or are in danger of being confiscated or attached. Upon the occurrence of a Default described above, S.A.S. may, at its option, terminate its obligations under this Quotation and ensuing Order/Agreement, with or without notice to the purchaser, but notwithstanding such termination, nothing shall release or be deemed to release the purchaser from the obligation to make payment of all amounts due, owing or outstanding to S.A.S., including interest.

Upon termination of this Quotation and ensuing Order/Agreement due to the occurrence of a Default, S.A.S. shall be entitled to all of the rights and remedies of a secured party under the Act, and in addition shall be entitled to: (a) enter upon the premises where the goods are located and take possession of and remove the goods, whether affixed to real or immoveable property, or to other

equipment, or not, without liability to the Purchaser for any damage to such premises caused by the taking of possession and removal of the goods. The purchaser hereby authorizes S.A.S. to enter the purchaser's premises to seize, repossess, and remove the goods at any time without prior notice and without legal process and, for such purpose, the purchaser hereby covenants and agrees to protect, indemnify and save harmless S.A.S. from all claims, demands, actions, causes of action, injury, abuse and costs of every kind arising out of S.A.S.'s enforcement of its remedies. The purchaser acknowledges and agrees that S.A.S. shall not be liable or responsible for any damages or losses suffered by the purchaser as a result of S.A.S.'s exercising its rights to take possession of and remove the goods, whether such damages are direct or indirect, special or consequential, and whether or not caused by the negligence of S.A.S., including, without limitation, any damages or losses suffered by the purchaser due to S.A.S removing the goods from within other equipment; (b) recover from the purchaser such portion of the invoiced amount as is in arrears, together with interest, and all solicitor and client legal fees and disbursements and other expenses incurred by S.A.S in attempting to enforce the provisions of this Quotation and ensuing Order/Agreement or to recover damages for the breach hereof; and (c) sell the goods. Interest shall be payable by the purchaser to S.A.S at the Overdue Rate on all arrears of the invoiced amounts, and is secured hereby.

S.A.S. is a solely owned independent Canadian company and is nonaffiliated with Fife Corporation for any and all purposes related to goods or equipment warranties. S.A.S. is only responsible for the quality of service and maintenance work performed by S.A.S. S.A.S. does not warrant any goods or equipment purchased through S.A.S, and purchaser acknowledges that S.A.S's obligations relate only to the services provided by it.

Service purchased from S.A.S. is warranted for ninety (90) days from date of service. When the equipment performance failure results from the same problem as corrected during a service, S.A.S. will perform in-shop or on-site service during the warranted period at no additional charge to the purchaser. Note that travel and expenses are not covered under warranty. S.A.S.'s on-site service warranty is limited to regular working hours of 8:00 – 4:30 p.m. E.S.T, Monday to Friday. This warranty will commence at S.A.S.'s earliest convenience. The following items are excluded from this warranty: Routine maintenance and adjustment as specified in the equipment instruction manual, failure due to improper installation or inadequate maintenance by the purchaser, malfunctions which occur as a result of purchaser supplied interfacing, physical damage resulting from an accident, misuse, or abnormal conditions of operation. **Note:** When the purchaser requires on-site warranty service and the product failure is due to one of the above excluded items, the purchaser will be invoiced for the service call at S.A.S.'s standard current service rates. No other warranty is expressed or implied, including warranties of merchantability and fitness for any particular purpose

Manufacturers' warranties (not S.A.S. service warranties) apply to the equipment. S.A.S. Technical Service Ltd. DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OF ANY KIND FOR THE MANUFACTURED PRODUCTS OR EQUIPMENT, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, SAVE AS TO SERVICE, ALL WARRANTIES ARE EXPRESSLY EXCLUDED PURSUANT TO THE SALE OF GOODS ACT OF ONTARIO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES SET OUT IN S. 15 THEREOF. THE PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT DOES NOT RELY ON S.A.S.'s SKILL OR JUDGMENT IN CONNECTION WITH THE ANY GOODS OR EQUIPMENT PURCHASED PURSUANT TO THIS ORDER, NOR NOR HAS THE PURCHASER MADE S.A.S AWARE OF THE PARTICULAR PURPOSE FOR WHICH THE GOODS OR EQUIPMENT IS PURCHASED.

Products or equipment manufactured by Fife Corporation have all applicable warranties as specified on SAS's website. See [www.sas-technical-services.com](http://www.sas-technical-services.com) None of these warranties are applicable to S.A.S., nor is S.A.S. bound by any such warranties. The purchaser must look to Fife Corporation solely for such warranties.

#### Indemnity of Seller

Purchaser agrees to indemnify and hold harmless S.A.S. and Fife against any and all claims, demands, expenses, liabilities, or causes of action arising out of the injury or death of any person when such injury or death arises from or is connected with (1) any act of omission on the part of the purchaser, its agents, servants or employees; or (2) any condition resulting from the installation of the machine on the Purchasers premises.

#### Penalty Clause

Penalty clauses imposed by the Purchaser are not effective, and neither S.A.S or Fife Corporation shall be bound by same.

#### Legal Obligation

Terms other than those set out above or other than those noted by any of S.A.S.'s attachments hereto are not binding on S.A.S unless expressly agreed to in writing by S.A.S. Receipt of these terms by the purchaser without written objection to S.A.S. shall constitute acceptance of these terms by the purchaser.