



TERMS AND CONDITIONS OF SALES AND PAYMENT AGREEMENT ("AGREEMENT")

NOPAK CANADA INC ("NOPAK CANADA")

These terms and conditions shall govern all sales and all orders placed by the Customer and/or end user ("Customer") for goods and/or services (collectively, "Products") from Nopak Canada.

1. SALES AGREEMENT & CONTRACT

The following terms and conditions constitute the key terms and conditions of the Sales and Payment Agreement between the Customer and Nopak Canada (collectively, the "Parties"). The terms and conditions contained in the Customer's Purchase Order ("Purchase Order(s)") are not binding on Nopak Canada except to the extent that they are identical to Nopak Canada's Terms and Conditions contained herein.

2. QUOTATION & ACCEPTANCE OF ORDERS

All orders for Products are subject to acceptance by Nopak Canada at its Waterloo, ON Canada location. Nopak Canada's quotation ("Quotation(s)"), if any, and these Terms and Conditions shall be considered by the Parties to be the complete and exclusive Agreement by the Parties with respect to the Purchase Order and shall supersede all prior Quotations, Purchase Orders, representations, warranties or Agreements between the Parties, whether written or oral, with respect to the specific purchase order. Unless otherwise specified, all Quotations are made for immediate acceptance, and are subject to change without notice.

Customer must endeavour to provide accurate, complete and correct information during the quotation process and on all Purchase Orders. Nopak Canada shall endeavour to assist the Customer with current quotations based on prior orders and with cross-over quotations (non-Nopak Canada product to Nopak Canada product). Pricing shall reflect current prices in effect at the time of quote. Nopak Canada shall not be liable for incorrect Product specifications caused by a lack of Customer supplied information. Nopak Canada must be advised prior to an order being quoted if product with specific certifications (ie. CSA, ISO) are being requested.

Nopak Canada shall provide the Customer with an acknowledgement ("Acknowledgement") of the Purchase Order. Customer is responsible for the review of the Acknowledgement and must advise Nopak Canada within two (2) business days of any error (RUSH Orders: within 2 business hours), discrepancy and/or misstatement. Nopak Canada is not liable for incorrect Product shipments caused by the lack of review.

3. PRICE

- Prices shall be set forth on Nopak Canada's Acknowledgement, however, the prices specified herein are subject to change without notice to reflect prices in effect at the time of shipment. Unless otherwise stated, all prices are F.O.B. shipping point (Waterloo, ON Canada) and are in CDN dollars.
- Prices do not reflect applicable taxes in effect.
- Prices reflect Nopak Canada's regular packaging (normally cardboard boxing and paper packaging). Additional packaging, such as wooden crating, bubble wrap, wooden pallet and banding, and/or other specialized packaging may result in an additional charge.
- A minimum billing of Fifty Dollars (\$50.00) shall apply to each order regardless of the amount quoted.

4. TAXES

Nopak Canada shall reflect and Customer shall pay the appropriate and applicable taxes related to the Sale. Invoices reflect applicable taxes in effect and in accordance with Excise Tax Acts applicable in Canada and Ontario. Applications and/or information regarding sales tax exemption must be provided with the Customer's Purchase Order, otherwise applicable sales tax will be included. Nopak Canada is not responsible for additional taxes, levies and/or other charges which may be levied on the Sale and Customer shall reimburse and/or indemnify Nopak Canada for any such taxes or charges.

5. DATE(S) OF DELIVERY, DELIVERY & SHIPPING, DELAYS & BACKORDERS, RUSH ORDERS, SPECIAL ORDERS

- The Estimated Date of Delivery as provided in the Acknowledgement of the Purchase Order is an estimate only.
- Customer's Purchase Order must include complete and accurate shipping information and instructions. Nopak Canada shall not be held liable for delays and/or misdirected shipments caused due to inaccurate information provided by Customer. Nopak Canada reserves the right to suggest an alternative courier/carrier. Customer is responsible for all fees, costs, duties, taxes and other charges connected with shipment, delivery, transportation, insurance and importation of the Sale, and if such costs are paid for by Nopak Canada, Customer agrees to reimburse Nopak Canada immediately upon receipt of an invoice.
- Where Products have been shipped "Collect", title passes to the Customer immediately upon placement on the Customer's owned vehicle, the Customer's employee's vehicle, or the Customer's hired courier/carrier's vehicle. Shipments are normally sent Collect.
- Where Products have been shipped "Prepaid", title passes to the Customer immediately upon delivery to the Customer's indicated shipping location.
- Nopak Canada is not responsible for delays in shipments, out of its control, which may be caused by the courier, carrier, customs broker, and/or any other party involved in the shipment of the Products. Nopak Canada will provide assistance where possible in these instances. Nopak Canada reserves the right to charge for time spent providing such assistance. Delays in shipping shall not give the Customer the right to cancel an accepted Purchase Order. Nopak Canada shall not be liable to pay any compensation or penalty for delay or failure to ship.
- Incomplete shipments caused by a lack of inventory shall be retained as accepted Purchase Orders and shall be considered a "Backorder" until such time as the shipment can be made. The backordered portion of the order may not be cancelled unless Nopak Canada has advised the customer that the product(s) is/are no longer available.
- Where the Customer has indicated "Ship Partial", Nopak Canada shall endeavour to ship each shipment as complete as possible.
- Nopak Canada shall not be held liable for any costs associated with backordered Products, nor for delays caused by any unforeseen event or activity which is completely outside its control.
- Rush orders are subject to a loss of discount and shall be shipped by Nopak Canada on the date agreed to during the quotation/sales process. Nopak Canada shall not be liable for late, misdirected or incomplete rush shipments delivered directly from a supplier's place of business. Rush orders are considered 'special orders' (see following). Rush orders must be acknowledged back to Nopak Canada before they will be processed.
- Special orders shall be noted as such at the time of quote and/or order. Special orders cannot be cancelled or returned for reimbursement. Special orders must be acknowledged back to Nopak Canada before they will be processed.

6. PAYMENT TERMS

Unless otherwise agreed to in writing by all Parties, all invoices shall be dated the date of order completion shipment or the agreed upon date of completion and/or pick-up, whichever is earliest, and shall be paid Net 30 days and shall be payable in CDN dollars. If all Products are not shipped on the same date, a partial invoice shall be issued for the Product(s) shipped and/or completed and/or picked-up and Product(s) not shipped shall be indicated as "Backordered".

Special terms:

- New customers: must pay their first two invoices by credit card or electronic payment prior to shipments being made. An application for credit may be completed following two orders and successful payments. Nopak Canada may offer credit terms following the application process.
- Delinquent Accounts: Nopak Canada reserves the right to do any of the following when the Customer's account has gone past the agreed upon payment terms:
 - Charge the Customer an interest fee as documented on the invoice,
 - Refuse to accept an order until all payments have been made,
 - Refuse to ship an order until all payments have been made,
 - Cancel an order and reinstate (under new terms and conditions) only after all payments have been made,
 - Refuse to offer/reinstate credit terms for a period of time of Nopak Canada's choosing,
 - Refer the Customer's account to a Collections Agency of Nopak Canada's choosing,
 - Refuse to quote/accept a Purchase Order from a Customer with a history of non-payment.

7. WARRANTY

All Products sold by Nopak Canada are warranted for a maximum of a one-year period or for the period time as set out by the supplier, whichever is less, from the date of sale to be free of defects in material and workmanship. Nopak Canada's sole obligation under this warranty is limited to repair or replacement of the Product or refund of the sale price solely at the discretion of Nopak Canada and provided such Product is returned to Nopak Canada freight prepaid and upon examination by Nopak Canada is found to be defective. This warranty becomes void in the event that the Product has been tampered with, and/or subject to misuse, misapplication, improper installation, improper maintenance and/or modification.

ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, COMMON LAW, COMMERCIAL USAGE OR OTHERWISE, PERTAINING TO THE PRODUCT WHICH ARE NOT EXPRESSLY SET FORTH HEREIN IN WRITING, ARE EXPRESSLY EXCLUDED. IN NO EVENT IS NOPAK CANADA LIABLE TO THE CUSTOMER, USER, END USER, THEIR EMPLOYEES AND/OR OTHERS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM A BREACH OF WARRANTY DESCRIBED ABOVE OR THE USE OR MISUSE OF THE PRODUCTS. NO STATEMENT OF ANY EMPLOYEE OR REPRESENTATIVE OF NOPAK CANADA SHALL EXTEND THE LIABILITY OF NOPAK CANADA AS SET FORTH HEREIN.

8. CANCELLATION

Customer may cancel an accepted Purchase Order within forty-eight (48) hours of receipt of Nopak Canada's Acknowledgement without penalty. Cancellation after 48 hours must be agreed to by an authorized individual at Nopak Canada and shall result in a minimum restocking charge of thirty percent (30%) of the price of the cancelled Product(s). *EXCEPTION* Orders that are indicated as "Special" at time of quoting may not be cancelled after 48 hours of receipt of Nopak Canada's Acknowledgement and cannot be returned.

9. CUSTOMER'S RECOURSE

It is the Customer and/or user's responsibility to inspect Products promptly upon receipt. Inspection must be conclusive with respect to the absence of defects and imperfections, conformity with the specifications of the Purchase Order and, unless otherwise indicated, completeness of the shipment. If any Product supplied to the Customer by Nopak Canada does not comply with the accepted Purchase Order, Customer shall have thirty (30) days to provide Nopak Canada with written notice thereof and the claim shall be dealt with in accordance with the following as applicable:

- A review of the Customer's Purchase Order specifications and fulfillment of such by Nopak Canada,
- Provision of a Returned Goods Authorization number and return of the Product(s) to Nopak Canada for inspection,
- Provision of a report to the Customer by Nopak Canada outlining findings,
- Agreement in writing by the Customer and Nopak Canada as to courses of action to follow (example: repair and return, replacement, cancellation).

If the shipment does not indicate a backorder and if the shipment is not complete, Customer must advise Nopak Canada of the missing Product(s) within forty-eight (48) hours of receipt of the shipment. Nopak Canada reserves the right to request photos of the shipment in the shipping container. Nopak Canada shall endeavour to rectify the missing Product(s) at its expense following an investigation and determination that the fault in fact lies with Nopak Canada.

Nopak Canada reserves the right to refuse a return of Product(s) without a Returned Goods Authorization number and is not liable for shipping costs incurred by the Customer to ship the Product(s) to Nopak Canada and/or to return the Product(s) to the Customer. Orders that are indicated as "Special" at time of quoting cannot be returned for any reason.

10. ASSUMPTION OF RISK

Customer assumes all risks or liability whatsoever resulting from the sale or use of the Products covered herein.

11. REPAIRS & MODIFICATIONS, TIMING OF SUCH

In the event that the Customer has requested repairs and/or modifications to previously purchased Nopak Canada Products, unless otherwise agreed to in writing, a minimum charge of \$125.00 shall be invoiced for review, disassembly and diagnostic of the repair and/or modification requirements. A Quotation shall be provided prior to further work being completed. Unless otherwise indicated, repairs and/or modification work shall be scheduled in accordance with existing Nopak Canada operations.

Rush repairs and/or modifications are subject to an additional ("Rush") charge which is dependent on materials needed, labour hours and delivery requirements. Nopak Canada shall advise Customer of the estimated Rush charge and ship date prior to any repairs and/or modifications work commencing.

12. ERRORS

Typographical and/or clerical errors are subject to correction. Nopak Canada reserves the right to correct the prices, discounts, dates, and/or terms of all quotations and orders, if it is found that, due to typographical and/or clerical errors, including interpretation of the Customer's requirements, such are incorrect.

13. LAW & JURISDICTION

This Agreement is made in accordance with the laws of Ontario and Canada.

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