



TERMS AND CONDITIONS OF PURCHASES AND PAYMENT AGREEMENT

NOPAK CANADA INC ("NOPAK CANADA")

These terms and conditions shall govern all purchase orders ("Order") placed by Nopak Canada with the seller ("Seller"). Nopak Canada's Purchase Order Number ("Order #") must appear on all documentation associated with the Order, including but not limited to, the acknowledgement, the packing slip, and the invoice. Seller shall send separate invoices for each Order #.

1. SALES AGREEMENT & CONTRACT

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

2. PURCHASE ORDERS AND SELLER'S ACCEPTANCE OF ORDERS

Nopak Canada shall provide a Purchase Order number ("Order(s)", "Ordre #") for all product purchases. Contracts for services may or may not be assigned an Order #. All Orders shall be deemed to be accepted upon the receipt of an acknowledgement and/or commencement of performance by the Seller and shall be deemed an agreement by the Seller that it has read, understands and agrees to be bound by this Agreement. No modification shall be made to this Agreement by the Seller unless it is in writing and authorized in writing and in advance of fulfillment of the Order, by Nopak Canada.

3. PRICE

Nopak Canada is liable only for the price as indicated on the Order or the corrected price if the Order is found to be in error and the corrected price is agreed to by Nopak Canada. If the price is omitted, Seller shall invoice Nopak Canada at the price presented in the last quote provided. Seller must advise Nopak Canada within two (2) business days of any discrepancy between the Order and Seller's current price. Failure to notify Nopak Canada of a price difference shall result in payment of the invoice based on the last quoted price. (Note: Small differences between the quoted price and the invoiced price will be paid as invoiced at Nopak Canada's discretion).

4. TAXES

The Seller shall reflect and Nopak Canada shall pay, the appropriate and applicable taxes related to the Purchase. Invoices reflect applicable taxes in effect and in accordance with Excise Tax Acts applicable in Canada and Ontario.

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

- Nopak Canada shall provide shipping information where applicable. Nopak Canada shall not be liable for expenses incurred by the Seller due to clerical errors which result in incorrect shipping information. Nopak Canada shall not be liable for shipping costs which are above those agreed to in the Order. Where a shipment has been processed incorrectly through a Nopak Canada account, Seller agrees to reimburse Nopak Canada immediately for any charge which is over and above that agreed to in the Order.
- Nopak Canada shall not be liable for lost shipments shipped on the Seller's account. The Seller agrees to ship any lost product to Nopak Canada immediately.
- Where Products have been shipped "Collect", title passes to the Nopak Canada immediately upon placement on the Nopak Canada's owned vehicle, the Nopak Canada's employee's vehicle, or Nopak Canada's hired courier/carrier's vehicle
- Where Products have been shipped "Prepaid", title passes to Nopak Canada immediately upon delivery to Nopak Canada's indicated shipping location.
- Seller shall endeavour to ship products/deliver services in accordance with the estimated/provided shipping/service delivery date. Nopak Canada understands that an estimated date of delivery may be changed due to unforeseen events which are outside the Seller's control. The Seller agrees to advise Nopak Canada when a shipment/service will be delayed, in advance of the originally scheduled date, and to provide an alternative date in accordance with information known at the time.
- Seller agrees that if the alternative date is not acceptable to Nopak Canada, Nopak Canada may cancel the Order and the Order becomes VOID.
- Incomplete shipments caused by a lack of inventory shall be retained as accepted 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 is advised that the product(s) is/are no longer available.
- Where Nopak Canada has indicated "Ship Partial", the Seller shall endeavour to ship each shipment as complete as possible.

6. PAYMENT TERMS

Unless otherwise agreed to in writing by all Parties, all invoices shall be dated the date of shipment or the agreed upon date of completion and/or pick-up, whichever is earliest, and shall be paid Net 45 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:

7. WARRANTY

Seller agrees to warranty all products.

8. CANCELLATION

Nopak Canada may cancel an Order within forty-eight (48) hours of receipt of Seller's Acknowledgement without penalty.

9. NOPAK CANADA'S RECOURSE

Nopak Canada shall inspect Products promptly upon receipt. Inspection shall be conclusive with respect to the absence of defects and imperfections, conformity with the specifications of the Order and, unless otherwise indicated, completeness of the shipment. If any Product supplied to Nopak Canada does not comply with the accepted Order, Nopak Canada shall have thirty (30) days to provide Seller with written notice thereof.

If the shipment does not indicate a backorder and if the shipment is not complete, Nopak Canada shall advise Seller of the missing Product(s) within two (2) business days of receipt of the shipment.

10. ASSUMPTION OF RISK

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

11. 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 Purchaser's requirements, such are incorrect.

12. LAW & JURISDICTION

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

Nopak Canada Inc
220 Frobisher Drive, Waterloo, ON N2V 2C7
Tel: 519.886.6900 | Tel: 905.452.8210 | nopakcanada.com