



Terms of Sale

Updated 2022

These terms and conditions govern the sale of all products, parts and components ("Products") and the provision of all services ("Services") by Northwest Plastics Ltd. ("Seller") to any purchaser of Products ("Buyer"). These terms and conditions ("Agreement") take precedence over any additional, supplemental or conflicting terms and conditions asserted by the Buyer or otherwise, to which notice of objection is hereby given. Neither Seller's commencement of performance or delivery shall be deemed or constituted as acceptance of Buyer's supplemental or conflicting terms and conditions. Buyer's submission to Seller of an order for Products or acceptance of the Products from Seller shall be deemed to constitute confirmation and acceptance of the terms and conditions contained herein. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

1. Orders

All orders placed by Buyer are subject to acceptance by Seller. All orders must include a complete description of Products being purchased, quantities required and an approximate date materials are required by. Orders may not be cancelled or altered without Seller's written consent. Seller may in its sole discretion allocate Product among its Customers. Seller may designate certain orders as non-cancelable and certain Product as non-returnable ("NCNR"). All orders containing custom terms shall be NCNR.

2. Prices, Pricing Terms and Payment

The prices and pricing terms for all Product sold by Seller are subject to any additional terms and conditions that may be set out on the Seller's Price List, which the Seller may amend from time to time. Full payment is due promptly upon placing an order unless credit has been pre-approved by the Seller or other terms have been agreed upon in writing. Our credit terms are 50% with order and 50% prior to shipping. We reserve the right to withhold shipments, reschedule or cancel any order should this term be breached.

3. Delivery and Title

Delivery of Products from Seller to Buyer shall take place at the factory or warehouse location specified by Seller to the carrier who will transport the Products to Buyer (the "Delivery Point"), and shall be deemed to have occurred when the Products are loaded on to the carrier's truck, trailer, train car or other mode of transport. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer. If the carrier is selected and hired by Seller, (1) Buyer will reimburse Seller for all transportation costs paid by Seller and (2) the Seller reserves the right to charge the Buyer for reasonable storage fees incurred if the goods are not picked up by the Buyer's carrier within 72 hours of the mutually agreed on shipping date. Regardless of whether the carrier is selected and hired by Seller or Buyer, the carrier shall be Buyer's agent and delivery of the Product to the carrier shall constitute delivery to Buyer and title and risk of loss shall pass to Buyer upon delivery to carrier at the Delivery Point. Notwithstanding, Seller reserves all rights to disposal of goods and stoppage in transit. Buyer is responsible at its cost to insure all Products from and after delivery of the Products at the Delivery Point. Buyer acknowledges that lead times and delivery dates provided by Seller are estimates only. Seller reserves the right to ship before the delivery date if Product is available to ship. Seller shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of Seller. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting Seller to any liability or penalty. If Product is damaged, lost or stolen while in the custody of the carrier, the Seller shall be deemed to have performed its obligations in full. Delivery of a quantity, which varies from the quantity specified, shall not relieve Buyer of the



obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments. Seller reserves the right to discontinue Products without notice.

4. Acceptance/Returns

Shipments will be deemed to have been accepted by Buyer upon delivery of the said shipments to Buyer or Buyer's agent unless rejected in accordance with this paragraph. Buyer shall perform whatever inspection or tests Buyer deems necessary as promptly as possible but in no event later than ten (10) days after delivery, after which time Buyer will be deemed to have irrevocably accepted the Products. Any discrepancy in shipment quantity must be reported within five (5) working days of receipt of the Products. In the event of an over shipment, Buyer shall have the option to return the excess Products to Seller at Seller's expense or to retain the excess Products (subject to adjustment of the invoice) and shall notify Seller of Buyer's election within five (5) working days after receipt of the Products, failing which Buyer will be deemed to have elected to retain and pay for the excess Products. Any Product returns shall be subject to a restocking charge equivalent to 50% of the value of such Product as specified in Seller's invoice to Buyer, provided that the restocking charge will not apply to returned excess Products. Returned Products must be in the original condition and packaging. Products not eligible for return shall be returned to Buyer freight collect.

5. Product Warranty

The Seller offers a limited 1 year warranty against defects in material and workmanship on its Products ("Limited Warranty"). The Limited Warranty may vary for different Products. The Seller expressly excludes and disclaims any and all other representations, warranties, conditions and guarantees, whether express, implied or imposed by statute, with the exception of the Limited Warranty.

The Buyer or end-user who purchases the Product assumes all responsibility and liability for loss or damage resulting from the handling or use of the Product. Seller's liability on any claim, whether in warranty, contract, negligence, or any other legal theory, for any loss, damage or injury arising directly or indirectly from or in relation to the use of the Product shall in no event exceed the purchase price of the Product which gave rise to the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER FORSEEABLE OR NOT INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF USE OF GOODS, OR LOSS OF BARGAIN.

6. Export Control/Use of Products

Buyer certifies that it will be the recipient of Products to be delivered by Seller. Buyer acknowledges that the Products are subject to the export and/or import control laws and regulations including those of Canada and, where applicable, the United States and the country in which Buyer is located. Buyer agrees that it shall, at the request of the Seller, provide end-user documentation and certification and that it shall otherwise strictly comply with all export laws of Canada, the United States and the country in which Buyer is located and assume sole responsibility for obtaining licenses and/or permits to export, re-export or import as may be required. The Buyer agrees that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited.

7. Technical Assistance or Advice

Technical assistance or advice offered by Seller in regards to the use of any Product or in connection with Buyer's purchases may be given free of charge and only as an accommodation to Buyer. The Seller reserves the right to charge for Technical assistance or advice at its discretion and shall have no obligation to provide any technical assistance or advice to Buyer and if any such assistance or advice is provided, it is provided at the Buyer's own risk,



without liability or responsibility on behalf of the Seller and such fact will not obligate Seller to provide any further or additional assistance or advice. No statement made by any of Seller's representatives in connection with the Products constitute a representation or warranty, express or implied.

8. Limitation Period

Notwithstanding any terms and condition of sale, no action by Buyer may be brought at any time for any reason against Seller or the manufacturer more than twelve (12) months after the facts occurred upon which the cause of action arose.

9. Governing Law and Dispute Resolution

This Agreement shall be governed exclusively by the laws of the Province of British Columbia, Canada, excluding rules of international law that would result in the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (1980) does not apply to this Agreement. If Buyer's principal place of business is located within Canada, the parties hereby irrevocably attorn and submit to the exclusive jurisdiction of the Supreme Court of British Columbia sitting at Vancouver, British Columbia, Canada in respect of all disputes arising under or in respect of this Agreement. If Buyer's principal place of business is located outside of Canada, then all disputes arising out of or in respect of this Agreement shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be Vancouver, British Columbia, Canada. The language of the arbitration shall be English.

10. Force Majeure

The Seller shall not be liable for its inability to secure sufficient quantities of any Product or failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, all of which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In the event of a force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to Buyer.

11. Miscellaneous

If any part of this Agreement is invalid, all other parts of this Agreement remain enforceable. This Agreement is the entire agreement between Seller and Buyer regarding its subject matter. All prior agreements and communications, whether verbal or written, are of no legal effect. This Agreement enures to the benefit of and is binding upon Seller and Buyer and our respective heirs, executors, administrators, successors and permitted assigns.