



Manufacturer of Pumps, Tanks, Prefab Pumping Packages and Accessories

860 Industrial Blvd, Bois-des-filion, Quebec, J6Z 4V7

Lake Worth, Florida, USA

Toronto, Canada

T: (450) 621-2995 - F: (450) 621-4995

TERMS AND CONDITIONS OF SALE

Pricing:

The prices for Products sold under Agreement shall be as per Supplier's price list then currently in effect from time to time during the Term.

All prices are exclusive of all sales, use and excise taxes, and any other similar or dissimilar taxes, import or other duties, and charges of any kind imposed by any governmental authority on any amounts payable by Distributor under Agreement.

Distributor is responsible for all charges, costs, import and other duties, and taxes provided that Distributor is not responsible for any taxes imposed on, or regarding, Supplier's income, revenues, gross receipts, personnel or real or personal property or other assets.

Payments:

All invoices are payable within thirty (30) days of issuance.

Distributor shall pay interest on all late payments in at a variable rate per annum equal to two (2%) percentage points in excess of the prime rate in effect in USA from time to time, but not exceeding the highest rate permissible under applicable law. Interest shall accrue and be calculated (but not compounded) daily on the principal amount and interest thereon that remains unpaid on the basis of the actual number of days such amounts are outstanding in a year of 365 days (or 366 days in the case of a leap year) and interest shall be compounded and payable monthly in arrears.

Distributor shall perform its obligations under Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Supplier.

Delivery:

All deliveries to Distributor are EX WORKS.

Shipping:

Unless otherwise agreed to in writing by the Parties, shipping and handling of Products shall be done in accordance with the Policies of Supplier.

Exclusion:

Installation, commissioning and performance testing of Products are not included in the sale price of the Products.

Title:

Supplier reserves title and ownership of any Product supplied to Distributor until full payment of same has been received by Supplier.



Manufacturer of Pumps, Tanks, Prefab Pumping Packages and Accessories

860 Industrial Blvd, Bois-des-filion, Quebec, J6Z 4V7

Lake Worth, Florida, USA

Toronto, Canada

T: (450) 621-2995 - F: (450) 621-4995

To secure Distributor's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Distributor to Supplier, Distributor hereby grants Supplier a first-priority security interest, with priority over all other liens, claims, and encumbrances, in all inventory of Products purchased under Agreement, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Distributor acknowledges that the security interest granted under this Section is a purchase-money security interest under the Uniform Commercial Code, as enacted by the applicable jurisdiction. Supplier may file a financing statement for such security interest, and Distributor shall execute such statements or other documentation necessary to perfect Supplier's security interest in such Products. Distributor also authorizes Supplier to execute, on Distributor's behalf, such statements or other documentation necessary to perfect Supplier's security interest in such Products. Supplier shall be entitled to all applicable rights and remedies of a secured party under applicable law. Distributor further agrees and acknowledges that the Canada Export Development Corporation (EDC) may have a security interest, perfected or not, in the Products and that EDC may exercise such rights on the Products under applicable law.

Returns :

Products may be returned with Supplier's written permission. Custom made Products cannot be returned. Transport and shipping fees for all returns of non-guaranteed Products shall be assumed by Distributor. Distributor shall attach the official return form (RMA) with all returned Products.

Inspection:

Distributor shall inspect the Products delivered immediately upon arrival of same at the destination and shall notify Supplier within five (5) working days upon delivery of any errors in number or defects in the Products. In case Distributor has not notified Supplier of an improper delivery, it shall be precluded from any claim connected therewith upon expiration of the five (5) working days deadline.

Warranty:

One (1) year on Products which are not manufactured by Supplier;

Five (5) years on Products which constitute spare or replacement parts and are manufactured by Supplier; and

Eight (8) years on Products which are manufactured by Supplier and sold as a full unit to be installed at an end user.

Please take note that seals are excluded and subject to technical review and contractor good practices regarding flushing of piping.

Manager's signature:

Date of signature:
