

GENERAL TERMS & CONDITIONS OF SALE



PURCHASER'S ACCEPTANCE	These General Terms & Conditions of Sale (these "Terms and Conditions") shall govern the sale by Keddco Mfg. Ltd. ("Keddco") and or its US affiliate Keddco USA Inc. (collectively "Keddco") to the purchaser (the "Purchaser") of the products (the "Products") specified in the price schedule, quotation, proposal, order acknowledgement or other documentation to which these Terms and Conditions are attached. Purchaser's agreement to purchase the Products shall form conclusive and binding acceptance of these Terms and Conditions which shall take precedence over all other documents relating to the sale of Products. No waiver, alteration, or modification of the Terms and Conditions shall be binding unless in writing and signed by and authorized representative of Keddco.
WARRANTY	<p>The Products are warranted to be free from manufacturing defects for a period of 1 (one) year from date of shipment, provided that (1) the defective product was used as recommended and in accordance with approved installation and operating practices (2) the defect does not result from corrosion, abrasion or other wear and tear; and (3) written notice of the defects is delivered to Keddco during such 1 (one) year period. Keddco's sole obligation in the event of a breach of warranty shall be to replace the defective product, or at Keddco's option, to repay the purchase price of the defective product.</p> <p>This express warranty is in lieu of and excludes all other warranties, guarantees and representations, expressed or implied. There are no implied warranties of merchantability or of fitness for a particular purpose.</p>
LIMITATION OF LIABILITY	Notwithstanding anything else to the contrary in these General Terms and Conditions of Sale or elsewhere the total cumulative liability of Keddco, however arising in relation to the Products or the sale thereof to the Purchaser shall not in any case exceed the purchase price of the product to which such liability relates. Keddco shall not, in any case whatsoever, be liable for any indirect, consequential, incidental, special, punitive, exemplary or liquidated damages however arising in relation to the Products or the sales thereof to the Purchaser. The Purchaser shall indemnify and hold Keddco harmless for any liability in excess of the limits described above. These limitations shall apply whether the liability is based in contract, tort, strict liability, warranty or any other theory.
PRICES	Prices and other terms of sale and payment are subject to change without notice. Unless a contrary provision appears in the price quotation or order acknowledgement, prices may be withdrawn without notice at any time. Clerical errors are subject to correction.
ACCEPTANCE OF ORDER	All orders are subject to Keddco credit department approval prior to acceptance by Keddco. No assignment of purchaser's rights may be made without written consent of Keddco.
REMITTANCES	All accounts are payable in Canadian or US Funds, unless otherwise noted i.e. contract, free of exchange, collection or any other charges. If, in the sole discretion of Keddco, the financial condition of the Purchaser at any time so requires, Keddco retains the right to require full or partial payment in advance.
TAXES	Unless otherwise specifically noted, the amount of any sales tax, excise tax or other tax of any nature, federal, provincial, state or local, for which Keddco is legally liable, either initially or through failure of payment by Purchaser, shall be in addition to the price quoted and the Purchaser agrees to pay the same to Keddco.
IN TRANSIT DAMAGE	Claims for shortages or damages to product resulting from in transit damage, must be made in writing within 10 days of delivery. Must include photos of the damaged packing materials / products. These damages or losses are the responsibility of the carrier. Although Keddco may act as the Claimant, the amount of compensation is limited to the amount of the reimbursement from said carrier.
DELAYS	All promises of shipment are estimated as closely as possible, and we will use our best efforts to ship within the time promised but not guarantee to do so, and assume no liability for not doing so.
CANCELLATION	The order to contract is subject to cancellation or instructions to suspend or delay work or delivery only upon written notice and with our consent, and with agreement to pay Keddco's adjustment charge. Cancellation of all non-stock items will result in a cancellation fee, based on the costs incurred by Keddco.
RETURN OF MATERIAL	No product of our manufacture may be returned without Keddco's written consent. All goods returned are subject to a handling charge, plus freight in both directions and charges for any reconditioning, unless otherwise specified in writing by Keddco. Returns must be Keddco supplied products in good condition. Credits will not be issued until goods are returned and inspected. Return authorizations are valid for 30 days, if goods are not returned within this time period; a credit will not be issued. Products returned without a written authorization will be refused.
DRAWINGS, TOOLS & DIES	Drawings, tools and dies required to produce the item quoted, shall remain the property of Keddco. Preparation charges or charges for drawings, tools and dies represent only a portion of cost. Payment of such charge does not give the purchaser any right, title or interest in such drawings, tools or dies or other products of preparation. Keddco is not responsible for retention of drawings, tools or dies on which no orders are received for 2 years or more.
FORCE MAJEURE	Any delays in or failure of performance of Keddco, shall not constitute default or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences beyond the control of Keddco, including but not limited to: acts of God or the public enemy, expropriation of confiscation of facilities, compliance with any order or request of a government authority, acts of war, rebellion of sabotage, or damage resulting therefrom; embargoes or other export restrictions, fires, floods, explosions, accidents, breakdowns, riots or strikes other concerted acts of workmen.; whether direct or indirect; or any other causes whether or not of the same class or kind as those specifically named above which are not within the control of Keddco and which, by the exercise of reasonable diligence, Keddco is unable to prevent or provide against.
PURCHASER'S ACCEPTANCE	The contract shall be subject to the terms and conditions, contained or referred to in Keddco's quotation order acknowledgement, and to no others whatsoever. No waiver, alteration, or modification of the terms and conditions in this price schedule, quotation or order acknowledgement shall be binding unless in writing and signed by an authorized representative of Keddco.
INVALIDITY	Should any provision of this contract be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the remaining provisions shall not be affected.
SURVIVAL	Each of the representations, warranties, covenants and obligations set forth in these terms shall survive the sale of the products from Keddco to the Purchaser for an indefinite period and each Keddco Purchaser will continue to be bound by these terms.

TERMS UNLESS OTHERWISE INDICATED, NET 30 DAYS
FOB SHIPPING POINTS IN SARNIA, EDMONTON AND HOUSTON