

OXOID COMPANY CONDITIONS OF SALE
CANADA AND EXPORT

1. QUOTATIONS

The acceptance of any quotation includes the acceptance of the following terms and conditions except in so far as any of them have been varied by or are inconsistent with the quotation. Quotations are for information only and not binding until an order has been accepted by the Seller in writing. The Seller reserves the right to revise quoted prices.

2. DESCRIPTION

The descriptions and illustrations contained in any catalogues, price lists and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the Contract.

3. PRICES

- i) All prices are quoted ex works. Standard export packing is included where this is deemed necessary by us. The Seller reserves the right to increase the price from that advised in the acknowledgment of the order if such increase is due to increased cost of raw materials, labour or transport or any change in government, regulations, or any other cause beyond the Seller's control.
- ii) Any cost incurred on account of delays, interruptions or suspension of work due to the Buyer's instructions or lack of instructions shall be added to the price.

4. DELIVERY

Delivery shall be deemed to be effected:

- i) Save as provided in sub-clause (ii) below when the goods have been collected from the Seller's works or have remained uncollected for a period of seven days after the agreed date of collection, or
- ii) Subject to prior written agreement by the Seller when:
 - a) Goods have been delivered at the address agreed between the Seller and the Buyer or
 - b) Goods, whether f.o.b. or c.i.f. have been delivered to dock side for loading on vessel, and in the event of such prior written agreement:
- iii) Freight and insurance charges shall be based on the rates obtainable at the date of quotation. If these rates are increased or decreased after such date the price will be increased or decreased by the net amount of the increase or decrease in such charges.
- iv) Lighterage, landing charges, dock, wharf or customs dues, taxes or other charges levied at the port of loading or unloading or in the country through which the goods are imported are not included in any quotation and any such charges shall be to the Buyer's account.

5. FAILURE TO MAKE OR TAKE DELIVERY

- i) Dates given for dispatch and/or delivery are given in good faith and the Seller will use best endeavours to dispatch or deliver on such dates.
- ii) The Seller shall not be liable for late dispatch or delivery howsoever caused, nor shall such failure to dispatch be deemed to be in breach of contract.
- iii) If the Buyer or his consignee fail to take delivery of the goods or any part thereof on the dates and at the places agreed then the Seller will be entitled to cancel such delivery and all other outstanding deliveries and to charge the Buyer with any loss suffered.

6. NOTIFICATION OF DAMAGE OR LOSS

- i) All claims for damage to or partial loss of goods in transit shall be submitted in writing to both the carrier and the Seller within five days of delivery.
- ii) All claims for non-delivery of the whole or any part of any consignment must be submitted in writing to the carrier and to the Seller within ten days of the Seller's invoice or advice note in the case of deliveries in Canada and within 28 days in the case of deliveries outside Canada or such longer period as may be agreed in writing between the parties.
- iii) The Seller shall not be liable for loss or damage to the goods after delivery. In the absence of notification of claims within the times mentioned above the goods shall be deemed to have been delivered in accordance with the contract.

7. PACKAGES

Containers in which the goods are delivered are non-returnable unless otherwise described.

Containers which are advised as returnable will be charged by the Seller but will be credited in full if returned to Seller carriage paid in good condition within 60 days of delivery.

8. DESCRIPTION AND WARRANTIES

- i) The description of the goods specified by the Seller shall be the basis of each invoice.
- ii) In the event of a claim by a Buyer that the description cannot be agreed or the goods are otherwise defective through faulty materials or workmanship by the Seller then the Seller must be notified in writing within 30 days of Buyer's receipt of the goods.
- iii) No such claim as is mentioned in (ii) will be accepted unless and until the Seller has had reasonable opportunity to satisfy itself that the Buyer's claim is proved to the Seller's satisfaction.
- iv) The Seller warrants that the goods delivered to the Buyer shall be of merchantable quality and shall comply with the description referred to in the contract. The Seller's liability hereunder is limited to the price of the goods proved to be defective and for this purpose the price shall be deemed to be the invoice price of the goods. The Seller shall be entitled to replace such goods upon the terms hereof in settlement of its liability.

v) All recommendations and advice given by Seller, its servants or agents to the Buyer as to the mode of using the goods are given without liability on the part of the Seller and no responsibility will be accepted by the Seller for any injury, loss or damage whatsoever or howsoever arising directly or indirectly from use of the goods.

vi) Save as herein expressly provided the Seller accepts no liability on behalf of itself, its servants or agents for any loss, damage, costs or compensation howsoever caused which the Buyer may suffer or for which the Buyer may become liable arising out of or in connection with or as a result of the supply of goods by the Seller.

9. RETURNS OF GOODS SUPPLIED

No goods may be returned without the Seller's consent being given in writing.

10. FORCE MAJEURE

If by reason of fire, accidents, war, strikes, lockouts, riots, civil commotion, Government prohibition or restriction or any other cause (whether or not of the same nature as the foregoing) beyond the control of either of the parties the Seller is prevented from or delayed or hindered in effecting dispatch or making delivery of the goods or any part thereof at the times or places stated for delivery then a reasonable extension of time shall be granted.

In any event the Seller shall not be liable in any way for loss or damage arising directly or indirectly through or in consequence of any such events or happenings.

11. TERMS

- i) Terms of payment for deliveries to Canadian customers are net 30 days of the date of invoice.
- ii) Terms of payment for deliveries to customers outside Canada are:
 - a) Cash against delivery of shipping documents, or
 - b) Shipment against Irrevocable Letter of Credit, or
 - c) Bill of Exchange accepted by approved customers.All payments are due in Canadian dollars.
- iii) Seller's right is reserved (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Buyer's commitments not being met, or if the Seller is of the opinion that the Buyer is not in a position to meet such commitments.
- iv) The Seller reserves the right to levy an interest charge of 2% per month for any account remaining unpaid after 15 days from date payment is due hereunder.
- v) Notwithstanding delivery of the goods to the Buyer, title and property in the goods shall remain with the Seller until the Seller has received payment in full of all sums due from the Buyer to the Seller on any account whatsoever. Risk in the goods shall pass to the Buyer upon delivery notwithstanding that title has not passed.

12. DEFAULT

Should default be made by the Buyer in paying any sum due under any contract as and when it becomes due or if the Buyer should commit an act of bankruptcy or enter into liquidation or if a Receiver of the Buyer's assets be appointed or an arrangement or composition be made with creditors then Seller may at its sole discretion without notice in writing suspend or terminate any contract then in being so far as any further goods remain to be delivered without prejudice to any claim or right the Seller may otherwise make or exercise.

13. PATENTS

- i) In the event of any claim being made against the Buyer in respect of infringement or alleged infringement of a patent, industrial design, or similar right relating to the Seller's goods supplied to the Buyer then the Buyer shall notify the Seller immediately and the Seller shall be at liberty with the Buyer's assistance, if required, but at the Seller's expense to conduct all negotiations in the Buyer's name for the settlement of the same or any litigation which may arise therefrom. Subject to such notification and provided that no such goods or any part thereof shall be used for any purpose other than that for which the Seller shall supply them, the Seller will indemnify the Buyer in respect of any sum the Buyer may be lawfully required to pay or pay with the Seller's consent any such claimant but the indemnity shall not extend as to entitle the Buyer to recover from the Seller any sum exceeding the total contract price.
- ii) Where goods are at the Buyer's request made and supplied by the Seller other than to the Seller's own specification the Seller accepts no liability for infringement or alleged infringement of any patent, industrial design, or similar right in respect thereof and the Buyer will indemnify the Seller against any such claims.
- iii) So far as concerns goods supplied other than of the Seller's own manufacture the Buyer will be entitled only to such indemnity in respect of infringement or alleged infringement of patent, industrial design, or similar right as the Seller may obtain from the Seller's supplier and provided that the Seller is not called upon to bear any liability or expense greater than the amount recovered from the Seller's Supplier.

14. GOVERNING LAW

These terms and conditions of sale, including any quotations that reference these terms and conditions of sale, (collectively, this "Agreement") and all matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising out of or based upon or relating to this Agreement including all transactions contemplated thereby shall be instituted in the courts of competent jurisdiction sitting in the City of

Ottawa, Ontario, and each Party irrevocably submits to the non-exclusive jurisdiction of such courts in any such action or proceeding.

15. EXTRA SHIPPING COSTS

Extra shipping costs incurred due to W.H.M.I.S. or Transport Canada regulations will be added to our invoice.