

**CHEMFAX PRODUCTS LTD.
INVOICE TERMS AND CONDITIONS (CANADA)**

1. **ACCEPTANCE AND CONTRACT.** SELLER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED UPON BUYER'S ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN. THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL CONSTITUTE THE BINDING CONTRACT BETWEEN SELLER AND BUYER CONCERNING THE GOODS OR SERVICES SOLD HEREUNDER. NEITHER PARTY SHALL CLAIM ANY AMENDMENT, MODIFICATION, WAIVER OR RELEASE FROM ANY PROVISION HEREOF. THE SUBSEQUENT EXECUTION OR SIGNATURE BY SELLER OF A PURCHASE ORDER OR OTHER SIMILAR PURCHASE AUTHORIZATION DOCUMENT FROM BUYER SHALL BE CONSTRUED AND INTERPRETED AS EVIDENCE OF ACKNOWLEDGEMENT OF RECEIPT OF SUCH PURCHASE ORDER OR SIMILAR DOCUMENT BY SELLER ONLY, AND, NOTWITHSTANDING ANY OTHER LANGUAGE, TERMS, OR CONDITIONS CONTAINED IN SUCH PURCHASE ORDER OR SIMILAR DOCUMENT, SHALL IN NO WAY BE CONSTRUED, INTERPRETED OR BECOME EFFECTIVE AS AN AMENDMENT OR MODIFICATION OF ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.
2. **ORDER CANCELLATION AND PRODUCT RETURNS.** Buyer cannot cancel any orders or return any goods once the bill of lading has been issued in respect to the relevant goods and/or services unless such cancellation or return is first approved by Seller in writing. All claims relating to quality of goods or services must be made within ten (10) days of delivery of goods or provision of services to Buyer or the same are waived. The use of the goods or services shall be deemed to mean that the Seller has satisfactorily performed.
3. **CLAIMS FOR SHORTAGES AND ALLOWANCES.** Claims for shortages must be supported with signed documentation and must be noted at the time of delivery on all carrier documents. Claims for allowances must be submitted within thirty (30) days of shipment or the same are waived. Buyer agrees to reimburse Seller promptly for any allowance received without required performance.
4. **PRICES; CHARGEBACKS.** All prices/discounts/rebates are subject to change without notice. All general or special taxes, imports, duties, or penalties or other governmental charges fixed or imposed by any lawful authority upon the production, sale, shipment or delivery of the services or goods or upon the material from which they are produced and thereafter becoming effective within the life of this contract, shall be added to the price and paid by Buyer. Seller reserves the right to charge back to Buyer any detention charges incurred at the destination. There will be no penalties for late deliveries without Seller's prior written approval.
5. **PAYMENT.** Payment terms are cash on delivery, unless credit terms are established in Seller's sole discretion. Buyer agrees to pay Seller cost of collection of overdue invoices, including reasonable legal fees and costs. Past due balances are subject to 1.5% finance charge.
6. **TRANSPORTATION.** Seller shall select the mode of transportation, routing and carrier for delivered orders and Seller reserves the right to substitute alternate modes of transportation for that selected by Buyer. Any exercise of these rights by Seller shall in no way affect Seller's liability, if any, as set out in these Terms and Conditions. All less than truckload orders may be subject to pooling shipment scheduled at Seller's sole discretion. Seller reserves the right to pass on to Buyer incremental costs incurred on order placements as a result of such orders not meeting Seller's order minimum order or other specifications for the applicable products.
7. **SHIPPING; RISK OF LOSS.** All goods and/or services sold hereunder are F.O.B. Seller's facility unless otherwise stated herein, but Seller retains a security interest in any goods sold hereunder until payment is received from Buyer. Buyer consents to Seller filing financing statements, financing change statements and any similar registrations or filings in any and all appropriate jurisdictions with respect to such security interest and waives all rights to receive a copy of the financing statement, verification statement, financing change statement or other filing or registration made pursuant to this section. Risk of loss for, damage to and title to, the product, shall pass to Buyer when product is delivered to carrier for shipment, notwithstanding price is quoted "delivered". Seller shall have no obligation to declare a value for any shipment with the carrier, whether on the bill of lading or otherwise, and liability for any failure to declare a value is expressly excluded. All claims for shipping loss or damage are Buyer's responsibility. Delivery dates are not guaranteed and Seller has no liability for damages that may be incurred due to any delay in shipment of goods hereunder. Taxes are excluded unless otherwise stated.
8. **REPACKING; LABELING.** Individual product containers shall not be removed from their original shipping containers for re-shipment. Seller shall furnish labels, in reasonable quantities (i) to identify secondary storage containers for products purchased in bulk, (ii) to replace original product labels damaged or destroyed or (iii) to be affixed to secondary containers supplied by Seller to hold diluted products. Said labels are not to be affixed to product containers shipped outside Buyer's

facility. Seller makes no representation or warranty with respect to said labels. Buyer shall indemnify and hold Seller harmless for any use of labels not in accordance with the foregoing.

9. DISCLAIMERS. EXCEPT IF, AND TO THE MINIMUM EXTENT, OTHERWISE REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES WITH RESPECT TO THE PRODUCTS OR SERVICES FURNISHED BY SELLER HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR, SIMULTANEOUS OR SUBSEQUENT ORAL OR WRITTEN STATEMENTS BY SELLER OR ITS REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES REGARDING THE PROFITABILITY, SUCCESS OR VALUE OF ANY PRODUCT OR SERVICE PROVIDED HEREUNDER AS WELL AS ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S LIABILITY UNDER ANY IMPLIED OR STATUTORY WARRANTY, CONDITION, UNDERTAKING OR GUARANTEE WHICH CANNOT BE LEGALLY EXCLUDED IS LIMITED TO SUPPLYING THE GOODS OR SERVICES BUYER HAS AGREED TO PURCHASE AGAIN OR PAYING THE COST OF SUPPLYING THE GOODS OR SERVICES AGAIN.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING THE FORM (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION OR CLAIM MAY BE BROUGHT AGAINST SELLER, AND WHATEVER THE CAUSE AND WHETHER IN RESPECT OF NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH OF CONTRACT OR OTHER CAUSE OF ACTION. SELLER SHALL IN NO EVENT HAVE ANY LIABILITY TO BUYER OR ANY OTHER PERSON FOR LOST PROFITS OR GOODWILL, ECONOMIC LOSS OR FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES AND NOTWITHSTANDING ANY DISCLOSURE OF THE NATURE OR VALUE OF THE GOODS OR SERVICES PROVIDED BY SELLER HEREUNDER OR ANY PARTICULAR USE WHICH MAY BE MADE BY BUYER OF SUCH GOODS AND/OR SERVICES AND WHETHER OR NOT SUCH DAMAGES ARE ULTIMATELY CLASSIFIED AS DIRECT OR INDIRECT. BUYER'S EXCLUSIVE REMEDY IN THE EVENT OF LOSS OF OR DAMAGE TO THE GOODS OR SERVICES TO BE PROVIDED IN ACCORDANCE WITH THIS INVOICE SHALL BE THE REPLACEMENT OF SUCH GOODS OR SERVICES OR, AT SELLER'S OPTION, DAMAGES, PROVIDED, HOWEVER, IN NO EVENT SHALL SELLER BE LIABLE HEREUNDER FOR DAMAGES WHICH EXCEED, IN THE AGGREGATE, THE PRICE ACTUALLY PAID BY BUYER TO SELLER FOR THE GOOD(S) OR SERVICE(S) WHICH GAVE RISE TO SUCH DAMAGES. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE GOODS SOLD OR SERVICES TO BE PERFORMED HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE LIMITATIONS HEREIN MAY NOT APPLY. Seller shall not be responsible or liable for any loss, damage or inconvenience suffered by Buyer, or by any third person, to the extent that such loss, damage or inconvenience is caused by the failure of the Buyer to comply with its obligations under this Agreement. Each party acknowledges that the fees set forth in this Agreement reflect the allocation of risk between the parties and that the other party would not enter into this Agreement without these limitations on its liability.

11. INDEMNITY. Buyer agrees to indemnify, defend and hold harmless the Seller, its directors, officers, agents, employees, affiliates, successors, assigns, customers and users of its products from and against any and all expenses, claims, demands, losses, damages, actions, or liability of any kind, including without limitation reasonable legal fees incurred for any and all damage or injury of any kind or nature whatever (including death) to all persons, (including those employed by Buyer) or property which is caused by, arises out of, on account of, or as a result of: (i) use of the goods or services provided hereunder; (ii) breach by Buyer of any of its representations, warranties, covenants and/or any agreements contained herein; (iii) any act or omission of Buyer, its agents, employees, representatives or subcontractors or failure to comply with the terms hereof; or (iv) any alleged infringement of any trademark, patent, copyright or other proprietary right, by reason of the sale or use of the goods and/or services furnished under these Terms and Conditions and/or relating in any way to any goods or design, composition or processing of Buyer's origin or practice supplied by Buyer under these terms. Upon demand, Buyer agrees to assume on behalf of the Seller the defense of any action, at law or in equity, which may be brought against the Seller upon any such claim and to pay on behalf of the Seller the amount of any judgment that may be entered against the Seller in any such action. Buyer hereby expressly waives any immunity from suit by Seller, which may be conferred by the workers' compensation laws, or any other law of any state that would preclude enforcement of the indemnification clause of these Terms and Conditions by Seller. Buyer further agrees to pay any reasonable legal fees incurred by the Seller in securing compliance with the provisions of this section. In addition, Buyer shall carry worker's compensation and liability insurance coverage with respect to any indemnifiable matter hereunder in amounts required by Seller in Seller's sole discretion. Buyer also agrees to supply appropriate certificates of such insurance, naming Seller as an additional insured upon request. Buyer agrees that its obligations to indemnify under this section are distinct from, independent of, and not intended to be coextensive

with its duty to procure insurance required herein. The foregoing indemnity obligations of Buyer shall not apply to expenses, claims, demands, losses, damages, actions, or liability which are the result of Seller's negligence and/or willful misconduct.

12. **INSURANCE.** Buyer shall, at its sole cost and expense, maintain commercial general liability insurance that includes products and completed operations coverage with a minimum limit of \$1,000,000 per occurrence. The policy shall name Seller and its subsidiaries and affiliates as additional insured and state that Buyer's insurance is primary and non-contributory as to any other insurance or self-insurance maintained by Seller. Buyer hereby waives for itself and its affiliates and cause its insurers on all insurance policies to waive all rights of recovery against Seller.

13. **FORCE MAJEURE.** In the event of war, fire, flood, strike, labour trouble, breakage of equipment, accident, riot, acts of governmental authority, acts of God, or other contingencies beyond the reasonable control of the Seller, interfering with the production, supply, transportation or consumption practice of the Seller at the time respecting the goods or services provided hereunder, or in the event of inability to obtain on terms deemed by Seller to be practicable any raw material (including energy source) used in connection therewith quantities so affected shall be eliminated from Seller's obligations without liability, but the contract shall otherwise remain unaffected. Seller may, during any period of shortage due to any of said causes, allocate its supply of such raw materials among its various uses therefore (e.g. manufacturing and sales) in such manner as Seller deems practicable and allocate its supply of such goods or services among such various users thereof in any manner which Seller deems fair and reasonable.

14. **REMEDIES.** The remedies herein shall be cumulative and additional to all other remedies provided in law or equity. Seller hereby notifies Buyer that Seller objects to and specifically rejects any attempt by Buyer to limit or condition its liability for breach of damages arising out of its performance or non-performance under these Terms. No waiver of a breach hereunder shall constitute a waiver of any other or further breach.

15. **GOVERNING LAW; CHOICE OF FORUM.** This contract and any disputes arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) shall be governed by the laws of the Province of Alberta, without reference to its conflicts of law principles. Any action or proceeding against either party relating to these Terms must be brought and enforced in the courts of the Province of Alberta, and each party irrevocably submits to the exclusive jurisdiction of such courts in respect of any such action or proceeding and waives any claim of forum non conveniens. Any action brought by Buyer against Seller must be commenced within one (1) year after delivery of goods or provision of services, notwithstanding any statutory period of limitation to the contrary. This contract is not assignable by Buyer.