



18998 36th Ave, Surrey, BC, V3Z 0P6

Ph - 604.881.1495 | Fax - 604.881.1496 | Toll Free - 1.855.881.1495

CONDITIONS & TERMS OF SALE

CONTROLLING PROVISIONS: No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted by it in a writing signed by the Seller's Office Manager. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and/or services.

TERMS: All past due amounts are subject to service charges at the maximum contract rate permitted by law. Buyer agrees to pay for the products according to the Seller's payment terms and does hereby grant Seller a purchase money security interest in the products until such time as Seller is fully paid. Buyer will assist Seller in taking the necessary action to perfect and protect Seller's security interest. No products furnished by the Seller shall become a fixture by reason of being attached to real estate.

REMEDIES OF SELLER: Upon default by Buyer, Buyer agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller or; (f) if Seller, in



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good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorney fees, will be added to the balance due and Buyer shall pay all such charges.

GOVERNING LAW: This transaction shall be governed in all respects by the laws of the province of British Columbia and all actions commenced shall be brought in a court of competent jurisdiction residing in Surrey, British Columbia. All actions, regardless of form, arising out of or related to the products must be brought within the applicable statutory period, but in no event more than ONE (1) YEAR after the date of this invoice.

DELIVERY: Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller. Seller shall have no liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors, or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, or indirect damages, losses or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

WARRANTY: THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE COIL'S MANUFACTURER. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGE OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OR ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE TRANSPORTATION, INSTALLATION, USE OR



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REPAIR OF THE PRODUCTS SOLD BY SELLER. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY SELLER AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHEREIS," AND "WITH ALL FAULTS."

RECOMMENDATIONS BY SELLER: Buyer acknowledges that Seller does not make any specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with the respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the product, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Seller and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Seller concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.

INDEMNIFICATION: The Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products, Seller makes no promise or representation that the products or services will conform to any federal, provincial or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by Seller. The Seller's products are not for use in or with any nuclear facility unless specifically so stated by Seller in writing, Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgement or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without



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limitation, Buyer's employees and agents) or damage to or loss of any property of the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use or repair of the products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, Seller or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of the transaction.

INSPECTION AND ACCEPTANCE: Claims for damage, shortage or errors in shipping must be reported within one (1) day following delivery to Buyer. Buyer shall have seven (7) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller in writing of any defects, nonconformance or rejection of such products. After such seven (7) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance, Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right or order any change or modification to any product or service previously ordered by Buyer or its representatives or change any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. Any merchandise alleged to be defective in workmanship or material will be replaced subject to manufacturer's inspection and warranty.

RETURNS: Buyer may return any product which Seller stocks with no restocking charge if: (i) it is in new condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. Buyer's surplus job returns and those not meeting (i) and (ii) above, will be evaluated on an individual basis after buyer has contacted Seller's authorized representative for prior written permission. Special orders or non-stock items may be returned if the manufacturer will accept the return. Except for items Seller stocks which meet (i) and (ii) above, credit memoranda issued for authorized returns shall be subject to the following deduction: (a) cost of putting items in salable condition; (b) transportation charges, if not prepaid; and (c) handling and restocking charges.



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TAXES: The amount of any sales taxes, if any, applicable to the amounts shall be added to the purchase price and shall be paid by Buyer unless buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the product including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

SEVERABILITY: If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be full severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

SET-OFF: Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.

NON-WAIVER: Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of the Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller's Office Manager.

ENTIRE AGREEMENT: This document constitutes the entire complete and exclusive agreement between the parties and contains all the agreements and conditions of sale, no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except but a written modification signed by the Seller's Office Manager. All transactions shall be governed solely by the terms and conditions contained herein.



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CONDITIONS & TERMS OF SALE ACKNOWLEDGEMENT FORM

Our payment terms are net 30 days from date of shipment; unless different terms are negotiated prior to placing an order. Our terms are binding as per the terms agreed to on your credit application which reads in part: "Interest may be charged on overdue amounts at the rate of 2% per month (24% per annum), All invoices not paid by cash or cheque will be subject to a 3% processing fee. Legal costs for recovery of any overdue amounts will be recoverable as a debt due by the customer. In the event legal action shall become necessary in order to effect collection for goods purchased by the customer from the seller, the customer agrees to pay all seller's cost of collection including reasonable attorney's fees."

Please sign below acknowledging that you have read and accept the Conditions and Terms of Sales and return via fax to 604-881-1496. Upon approval of your application we can begin processing your orders. We look forward to a long-term relationship with you and your business and sincerely appreciate the opportunity to help your business grow with our excellent customer service and products. If at any time there is a question or change relative to your account, please notify us. We will give your concerns immediate attention.

Sincerely,

Cindy Pugh, CFO Samson Metals Ltd. 604-881-1495

_____ (Signature of Applicant)(Title of Applicant)

_____ (Printed Name of Applicant)(Date)