

YOUR SALT CONNECTION (YSC) TERMS AND CONDITIONS OF SALE

Title/ Risk of Loss: Title to any and all goods purchased by the customer, shall remain property of YSC until invoice is paid in full (including all applicable sales, goods and services and other taxes and interest on overdue accounts) and whether or not such goods have been affixed or otherwise attached to any real or other property of the customer or any third party. The Risk of Loss passes to the customer upon the delivery of goods to a common carrier. Delivery shall not be complete until payment in full, notwithstanding any agreement to pay transportation charges, is received. The customer shall pay all transportation charges. All shipments are F.O.B. YSC 40 Spring Valley Rd. in Kitchener, Ontario, unless otherwise specified. If YSC arranges transportation, the minimum amount of insurance provided by the carrier shall be placed, at the expense of the customer. The customer must place any additional insurance at his or her own cost.

Prices: Prices do not include provincial, or federal sales, use, excise, or similar taxes, fees or duties which YSC may be required to pay or collect, under any existing or future laws, upon or with respect to the sale, delivery, processing, use or transportation of products or services, which have been acquired for the account of the customer, who shall promptly pay the amount thereof to YSC. Prices quoted or otherwise by YSC are subject to change without notice and are in Canadian funds only.

Return of Products: No product shall be returned without first obtaining written permission and shipping instructions from YSC, which must be strictly followed. Transportation charges and risk of loss in transit shall be borne by the customer. A minimum charge of 10% of the original invoice amount shall be paid by the customer to cover the cost of handling any returned product(s). Special orders are subject to more than a 25% restocking charge, depending on the supplier. **Clearance items are final sale.**

Terms of Payment: All invoices are due within 15 days of being issued (OAC), unless otherwise specified. Any invoice not paid in accordance with its terms shall pay a late charge of 2% per month, (or 24% per annum), on the unpaid balance and all costs incurred in collection, together with legal fees and disbursements.

Limited Warranty: YSC is limited to honouring the manufacturer's written warranty with respect to defective parts, provided that written notice is given to YSC within the manufacturer's warranty period. In no event shall YSC be liable for the cost of processing labour charges, lost profits, injury to goodwill or any other special damages, for defective goods, late delivery or non-delivery. There is no other warranty, representation, liability or condition of any kind relating to the parts, expressed or implied by YSC, other than the above warranty. You, the customer, assume the entire risk as to the results and performance of the parts, outside of the manufacturer's warranty.

Excusable Delay: YSC shall not be liable for delay in performance, shipment or delivery due to causes beyond our control. These Terms and Conditions of Sale shall be deemed to be suspended so long as execution of the service is delayed due to causes beyond the Company's reasonable control, and the customer agrees to accept deliveries thereunder whenever such causes have been remedied.

Entire Agreement: These Terms and Conditions of Sale shall constitute the entire agreement between YSC and the customer, and there are no other agreements or undertakings, either written or oral, to conflict with, alter or enlarge the Terms and Conditions of Sale unless agreed to in writing by YSC and the customer subsequent to the date hereof. All prices, terms and conditions of sale herein supersede all previous agreements or discussions, prevail in the event of any inconsistency with any terms contained in the customer's purchase order or another document, and are subject to change without notice or obligation. In no event shall YSC be liable for any damages whatsoever (including, but not limited to, damages for loss of business profits, business interruption or other pecuniary loss) arising out of the use or the inability to use the Product (whether such claim is based on breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise), even if YSC has been advised of the possibility of such damages. In any case, YSC's entire liability hereunder or otherwise with respect to the Products shall be limited to the amount actually paid be the customer for the Products.

General Terms: These Terms and Conditions of Sale shall be interpreted in accordance with the laws of the province of Ontario, and the laws of Canada applicable therein other than its conflict of laws and rules, and other than the United Nation Convention on Contracts for the International Sale of Goods. These Terms and Conditions of Sale, are not to be assigned by the customer except with the prior written approval of YSC. If any provision hereof is determined to be invalid or unenforceable in whole or in part, such shall attach only to such provision, and all other provisions shall remain in full force and effect.

English language: The parties to this agreement confirm that it is their wish that this agreement as well as all other documents relating to this contract, including notices, be drawn up in English only.

Credit: All terms of payments are subject to the approval of YSC Credit Department which may decline at any time to permit shipment of parts or provision of service until receipt of payment or agreement upon terms and conditions satisfactory to it. If YSC retains a third party to collect overdue amounts, all collection costs from such retainer (the "Collection Cost"), including fees and disbursements, shall be payable by the customer. The customer hereby represents to YSC that the customer is now solvent and agrees that each acceptance of delivery of parts and services hereunder shall constitute reaffirmation of this representation at such time. YSC shall be entitled at all times to set off any amounts owing by itself to the customer or any of its affiliates against any amounts payable at any time by customer in connection with its order.

Final Sale and Warranty: All sales are final. YSC's only warranty shall be that the goods supplied shall be of merchantable quality in accordance with specification attached. All work done shall be in a good and workmanlike manner. YSC's liability under this warranty shall be restricted to replacing all goods shown to be otherwise than as warranted and/or work which has not been done in a good and workmanlike manner. Liability is limited to such replacement and YSC shall in no case be liable whatsoever or howsoever caused. Delivery of good and/or the provision of services by YSC shall be subject to delays caused by any force majeure which shall include but not be limited to national defense, civil commotion, strike, labour trouble, fire, flood, accident, failure in production equipment, inability to obtain material or any other cause beyond the reasonable control of YSC.

Recovery: Customer agrees that until goods and services supplied by YSC are paid in full, YSC may enter upon or in any lands and premises where the goods and services sold are installed or otherwise located for the purposes of removing same without any recourse from the customer or any third party. The customer agrees to indemnify and save harmless YSC from any suit, action, demand or other claim whatsoever or howsoever made by any third party(ies) or whomsoever arising out of any such recovery action taken by YSC in this regard. Any action taken by YSC in accordance with this paragraph shall be without prejudice to any other right or remedy in law or equity or otherwise that YSC may have to recover all amounts owing by the customer to YSC.

Recovery Costs: All costs for the recovery of any goods supplied, services performed or the invoiced amount thereof shall be collectible by YSC in addition to any other amounts outstanding to it from the customer. Such amounts shall include, but not be limited to, legal fees for the collection of any amounts outstanding and YSC's costs in this regard shall be paid by the customer on a solicitor and his client basis.