



## **CONDITIONS OF SALE**

The following terms and conditions supersede all previous quotations or agreements between BC Rubber and Buyer and shall be the exclusive terms of conditions of sale governing this and all future transactions between BC Rubber and Buyer. There are no terms, conditions, representations, promises, warranties or collateral agreements between BC Rubber and Buyer except those expressly contained herein or acknowledged in writing by BC Rubber and signed by an authorized signatory of BC Rubber. Clerical errors are subject to correction.

### **QUOTATION PERIOD**

A quotation is valid for a period of thirty (30) days from quotation date. It is subject to partial acceptance only upon written consent of BC Rubber.

### **DELAYS**

Delivery dates are estimated only based upon conditions as known to BC Rubber at the time of the quotation. BC Rubber shall not be liable for any direct, indirect or consequential damages due to delays or inability to perform caused by factors beyond its control, including but not limited to acts of God, flood, war, riot, fire, accident, explosion, labour trouble, acts of Government, delay or default by sub-contractors or suppliers of material or service or by transportation difficulties. Delivery dates shall be extended by the period of such delay.

### **TERMS OF PAYMENT**

All orders are subject to approval of BC Rubber's Credit Department. All prices quoted are f.o.b. BC Rubber's plant. Goods will be invoiced when ready for delivery and payment is due within thirty (30) days from the date of invoice. All payment past due shall bear interest at the rate of 1 1/2% per month (18% per annum) until paid.

BC Rubber reserves the right to alter the terms of payment or require payment prior to delivery if, in its opinion, the Customer's financial condition or other circumstances do not warrant delivery on the terms aforesaid.

Orders cannot be cancelled or changed or deliveries deferred, except on terms agreed upon by BC Rubber in writing.

### **TITLE OF GOODS**

Title to all goods shall remain with BC Rubber until payment therefor has been made in full. Should the Customer not pay BC Rubber's invoice when due, BC Rubber shall have the right at any time to retake possession of the goods, including the right to stop the goods in transit or attend the Customer's premises to retake possession of the goods and retain them, until payment in full.

**TAXES** Prices quoted are exclusive of all sales and excise taxes, custom duties or other taxes or levies, and the Customer is to be responsible therefor.

### **SHIPMENT AND RISK**

If transportation is quoted, BC Rubber shall decide carrier and method of shipment unless BC Rubber has agreed to Customer's instructions prior to quotation. BC Rubber will not be responsible for any loss or damage to the goods after they are ready for delivery to carrier, and Customer agrees to assume all such risks, insurance premiums, special crating, or shipping charges shall be arranged and paid by the Customer.

### **ESCALATION**

Prices quoted are based on current labour rates and material costs and, where applicable, current freight rates, customs duties, taxes and foreign exchange rates, and prices are therefor subject to change to the extent of any change (either before or after acceptance of this quotation and during the contract period) in any of the foregoing items.

**INSPECTION**

If Customer reserves right to inspect the goods prior to delivery, such inspection shall be made within seven (7) days of Customer receiving written notice from BC Rubber that the goods are ready for delivery; otherwise Customer shall be deemed to have waived all rights of inspection, and delivery to the Customer shall be deemed to be completed at the end of the seven (7) day period. Any claim for shortage or apparent defect of goods shall be made in writing to BC Rubber within seventy two (72) hours of Buyer receipt of goods and unless notice is given Buyer shall be deemed to have inspected and accepted the shipment.

**STORAGE AND RETURN OF GOODS**

If the Customer is unable to remove goods within thirty (30) days of their delivery ex BC Rubber's plant, BC Rubber shall be entitled to charge storage on the goods. Goods cannot be returned except upon BC Rubber's written consent, and will be subject to a restocking charge equal to 25% of the Customer's invoice price.

**PATENTS**

The Customer agrees to save BC Rubber harmless from all patent infringement claims, liability and expense resulting from BC Rubber's compliance with the Customer's specifications or designs now or hereafter forming a part of any work, or from written instructions of the Customer directing the manner in which BC Rubber shall perform any work.

**APPLICABLE LAW**

Any contract between the Customer and BC Rubber shall be subject to and construed in accordance with the laws of the Province of British Columbia. Any court proceedings against BC Rubber arising from the sale or use of the goods shall be commenced in the Province of British Columbia.

**SPECIFICATIONS**

In accordance with BC Rubber's policy of constantly improving its products, the specifications, designs, and dimensions contained in this catalogue are subject to change without notice.

**LIMITATION OF LIABILITY**

BC Rubber warrants that the products will be manufactured in a good and workmanlike manner, in accordance with the specifications of BC Rubber or the Customer, as the case may be. This warranty is in lieu of all other warranties, written, oral, statutory, express or implied, including, without limitation, warranties of merchantability and of fitness for a particular purpose. BC Rubber's liability shall be limited to the replacement of the goods or at BC Rubber's option refund of the purchase price and Customer shall not have any claim for damages arising out of the use or the operation of the goods, whether in tort or in contract; and without limiting the foregoing, BC Rubber shall not be liable for any indirect, special, or consequential damages of any nature or kind whatsoever, including business, economic or other loss.