



Terms and Conditions of Sale

1. General

All sales are subject to Pro-Line's Fittings Inc. and Pro-Line Fittings East Inc. ("Vendor") general terms and conditions as posted on the Vendor's website at the time of sale. The Purchaser's order is accepted subject to the Vendor's terms and condition and any other terms and conditions agreed to in writing by the Vendor and Purchaser. It is agreed that any terms and conditions contained in the Purchaser's order or otherwise stipulated will be deemed for the Purchaser's internal use only and will not be binding on the Vendor.

2. Orders

Purchase orders received are conditional upon satisfactory credit approval by the Vendor. Once confirmed by the Vendor orders for custom-made products manufactured by the Purchaser's specifications and orders of large quantities for non-inventoried products cannot be canceled, modified or returned without the Vendor's written consent and upon terms which provide for indemnification of the Vendor for costs and expenses incurred.

3. Shipments

Delivery schedules stipulated in either the Vendor's "Sales Quote" or the "Sales Order Confirmation" are approximate only and shipments will be made within reasonable proximity thereto. All shipments are F.O.B Vendor's location unless otherwise agreed to in writing between the Vendor and Purchaser. The Vendor may agree to different shipping terms as specified in the Sales Quote or in the Sales Order Confirmation. Freight prepaid orders, when applicable will be delivered by the carrier of the Vendor's selection, unless the use of another carrier is agreed to in writing with the Purchaser.

Prepaid orders will be delivered based on the most economical route as determined by the Vendor. If the Purchaser requests partial shipment of a Prepaid Order, the Vendor will only Prepay the initial shipment, all further partial shipments on that order are shipped at the Purchaser's expense. If the Purchaser requires another means of delivery that offered by the Vendor, the Purchaser agrees to incur the additional cost. Each Sales Order maybe shipped in whole or in part at the Vendor's discretion. The Vendor shall bear no liability for Products lost or damaged during transit. Under no circumstances will the Vendor be responsible for any damage whatsoever caused by delays in shipment. The Purchaser must verify quantities and report discrepancies within 3 business days of receipt. The Vendor reserves the right to optimize packaging at its discretion. Some products may only be available in bulk package multiples or case quantities. The Vendor's Delivery Schedules stated on the "Sales Quote" or "Sales Order Confirmation" are only reasonable approximate of the shipping date to the Purchaser.

4. Prices

All prices published or quoted are subject to change without notice until orders are accepted by the Vendor and issuance of a Sales Confirmation, whereupon prices will remain firm for those shipments within thirty (30) days following the day of the Vendor's Sales Order Confirmation. For specific contracts or projects, the Vendor may agree to in writing to protect the prices for an extended period of time. To remove a charge for applicable taxes, the Purchaser must provide the Vendor with tax exemption certificates or any documents as required by a specific tax jurisdiction.

5. Payment Terms

Payment is based on the delivery date of the products and is due by the fifteenth (15th) of the following month. If applicable, cash discounts, expressed as a percentage, are calculated on the net invoiced price, before taxes, freight, or other charges and can only be deducted from the payment if the Vendor received payment from the Purchaser on or prior to the due date, otherwise no cash discount is applicable. Overdue accounts shall bear interest at rate of 18% per annum. The granting of credit by the Vendor is based on an evaluation of the Purchaser's financial condition. If the financial condition does not justify continuance on credit, the Vendor may require full or partial advance payment.

6. Return of Products

The Vendor may accept the return of Products, subject to the following terms and conditions: 1) Prior to the return of any Products, the Purchaser must obtain a Return Goods Authorization (RGA) number from the Vendor, 2) All Products must be returned freight prepaid, unless otherwise authorized by the Vendor, 3) Products must be received in good saleable condition. A minimum return or re-stocking charge of 25% of the purchase price will be applied against the credit issued pursuant to the returned Products, except in the case of the Vendor's shipping error.

7. Warranty and Limitations of Liability

All the Vendor's Products are guaranteed against defects resulting from faulty workmanship or materials, subject to limitations, exceptions, disclaimers and conditions stipulated hereunder or specified with respect to particular Products and posted or amended on the Vendor's website of literature. The Vendor will replace free of charge, including shipping charges for the replacement of any Products which are found to be defective in workmanship or material provided that the following conditions are met.

- a.** The Vendor is promptly notified in writing of such a defect immediately upon discovery and the defective Products is promptly returned to the Vendor. The Claimant must provide documentation of evidence of failure, as well as the failed product that has alleged to have failed and agree to in section of the defective Product by the Vendor.
- b.** The Product has not been altered or modified after leaving the Vendor's premises, has not been used in more than one installation, show no evidence of tampering or disassembly, not subject to abnormal operating conditions, abuse or misuse.
- c.** The Products have been used in applications or under conditions that are in not accordance with the technical information available from the Vendor.
- d.** The Vendor disclaims any liability or responsibility for labour, materials and or other expenses to replace the defective Product or to repair and damage resulting from the use there of; for Purchaser's calculations, product design or engineering specifications; for the accuracy of any plans, drawing or specifications furnished to the purchaser as part of the sale of any of its products.

8. Force Majeure Clause

Force majeure clause "is meant to protect the Vendor and the Purchaser in the event that a contract cannot be performed due to causes which are outside the control of the parties and could not be avoided by exercise of due care." Force majeure clauses allocate risk between the parties when an unanticipated event makes performance impossible or impracticable.

If and to the extent that a Vendor's performance of any of its obligations pursuant to a "Quote", "Sales Order" or Sales Order Confirmation" is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of the Vendor (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed by the Vendor, shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected (the "Affected Services or Products") by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such Vendor continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Vendor, whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.