

STANDARD TERMS AND CONDITIONS OF SALES

This quotation is made subject to the following standard terms and conditions of sale. Any terms and conditions contained in any forms or documents supplied by the Purchaser to AFT which are in addition to or different from these terms and conditions shall not be a part of the contract between the Purchaser and AFT, nor shall AFT's shipment of the materials or the performance of the services described on the face hereof be construed as an acceptance of any terms and conditions contained in any such forms or documents supplied by the Purchaser unless AFT consents in writing.

1. **ADDITIONAL COSTS:** The prices quoted do not include any duties, broker's fees or federal, provincial and local taxes. All such additional costs which are imposed upon any part of this transaction shall be paid by the Purchaser, unless a valid Exemption Certificate is furnished and is determined by AFT to be applicable and valid.
2. **CHANGES:** Once the Purchaser has placed a purchase order pursuant to this quotation, the quantities, prices, terms, conditions or other pertinent specifications of any such purchase order shall not be changed by the Purchaser except upon written notice to AFT and AFT's written approval of the same.
3. **INSPECTION AND ACCEPTANCE:** All goods furnished are subject to inspection by Purchaser, at Purchaser's expense, before acceptance. Goods which are not inspected by Purchaser within a reasonable time, not to exceed sixty (60) days after delivery, are deemed to have been accepted by Purchaser.
4. **DELIVERY:** The delivery date given is based on AFT's experience in normal conditions. AFT shall not be liable for any damages for delivery later than the date stated.
5. **PACKING AND SHIPPING:** The Purchaser may specify a method of marking but the method of packing and manner of shipment will be selected by AFT (in its discretion). If the Purchaser selects any other methods of packing or shipping, any additional expense incurred in respect thereto will be the Purchaser's responsibility.
6. **FORCE MAJEURE:** AFT shall not be responsible for its inability to complete the Purchaser's order under the terms, conditions and prices as contracted when prevented from doing so by any cause beyond its control. Such cause shall include, but shall not be limited to, acts of God, strikes, inability to obtain labor, fuel or raw materials, and extraordinary cost escalations in materials or services. AFT shall promptly notify the Purchaser of any such inability to perform.
7. **COMPLIANCE WITH LAWS:** All of the goods furnished and services provided by AFT shall be furnished and provided in compliance with all applicable federal, provincial, and local laws, including those regarding discrimination in employment in effect at the time of this quotation.
8. **WARRANTY:** AFT warrants that the products or equipment delivered to the Purchaser shall be free from defects in material and workmanship for a period of one (1) year from the date of original delivery. AFT's obligations under this warranty are limited to replacing or repairing, at its option, at its plant or at the plant of its authorized service representative, any products which under normal and proper use and maintenance are proven to AFT in its sole discretion to be defective within the warranty period.
Any part of a product which is repaired or replaced under this warranty will be warranted to be free from defects in material and workmanship for the remainder of the warranty period from the date

of original delivery, providing that the Purchaser has: operated the product according to generally approved industry practices; complied with operating manuals, conditions of operation specified therein and other instructions supplied by AFT and; notified AFT in writing promptly upon discovery of defect.

AFT's warranty and obligations thereto do not include transportation costs or the costs of installing any part which is replaced or repaired and the Purchaser shall be solely responsible for such costs. Furthermore, this warranty does not cover those parts which normally wear out due to the general wear and tear of standard use.

THE FOREGOING IS AFT'S SOLE WARRANTY. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, LEGAL OR CONVENTIONAL, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

9. **LIMITATION OF LIABILITY:** In no event, whether as a result of contract, tort, strict liability or otherwise, shall AFT be liable for special, incidental, indirect, consequential or punitive damages, including but not limited to, loss of use, profit or revenue.
10. **CANCELLATION:** An order placed by Purchaser and accepted by AFT cannot be cancelled by the Purchaser except with:
 - i. AFT's written consent;
 - ii. payment for all completed products;
 - iii. payment for all costs for material, labor, overhead, engineering, administrative and a reasonable profit for AFT.

All products and material specific to the order shall become the property of the Purchaser.

11. **CONFIDENTIAL INFORMATION:** Purchaser shall not disclose, use or reproduce any confidential information obtained from AFT except as authorized in writing by AFT. Purchaser shall return all materials containing confidential information of AFT upon cancellation of an order.
12. **NONWAIVER:** The waiver by AFT or the Purchaser of any of their rights under these terms and conditions of sale in any one or more instances shall not constitute a waiver of any other rights hereunder or of such rights on any future or past occasion.
13. **ASSIGNMENT:** No purchase order made pursuant to this quotation may be assigned by either AFT or the Purchaser except with the express written consent of the other party.
14. **GOVERNING LAW:** These terms and conditions, and any purchase order made pursuant thereto, shall be construed and interpreted, and the rights of the parties determined by the laws of the Province of Quebec.
15. **NOTICES:** All notices and other communications shall be in writing and shall be delivered personally or mailed postage prepaid to the parties at their respective addresses, subject to the right of either party to provide by written notice a change of address.
16. **ENTIRE AGREEMENT:** This quotation and any purchase order submitted pursuant to this quotation which is accepted by AFT shall constitute the sole and exclusive agreement between the Purchaser and AFT and the agreement may not be altered, amended, modified or rescinded except by a written instrument signed by the Purchaser and AFT.

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