



## **Terms and Conditions of Sale of Items or Products by Frisch Engineered Products Inc. (Frisch)**

All Purchase Orders, Quotations To Supply, Contracts or Agreements To Manufacture Or Fabricate specific items and the sale of any item or product by Frisch are subject to the following terms and conditions. Unless stipulated clearly in the quotation these terms and conditions are binding:

1. Purchase Orders or Quotations To Supply must be agreed to in writing before constituting a binding Agreement and may only subsequently be modified by mutual agreement in writing.
2. Once a binding Agreement has been made, the Purchaser may not cancel an Order without Frisch`s consent or without fully compensating Frisch for all costs and expenses incurred by it in manufacturing or fabricating the Purchaser`s Order to that point in time.
3. The sale of any and all items or products by Frisch to the Purchaser occurs at Battleford, Saskatchewan. Delivery to the Purchaser occurs and Frisch`s responsibility ends when Frisch delivers the item or product purchased to a transportation company for delivery to the Purchaser. The Purchaser is responsible for all transportation charges pertaining to the transport of the item or product purchased and all such items or products are transported entirely at the risk of the Purchaser.
4. The Purchaser agrees to pay for the item or product purchased from Frisch within 30 days from the date of shipment to the Purchaser. The Purchaser agrees to pay interest to Frisch at the rate of 18% per annum on all amounts not paid to Frisch within 30 days from date of shipment to the Purchaser until date of payment in full to Frisch.
5. The Purchaser shall be responsible for paying any governmental taxes applicable to the item or product purchaser from Frisch.
6. Any agreement by Frisch to provide any item or product to the Purchaser by a specific date or dates requires Frisch only to use its commercially reasonable efforts. Inability or failure to provide any item or product to the Purchaser by the specific date or dates agreed to does not entitle the Purchaser to cancel its Purchase Order or its Agreement with Frisch or refuse to accept delivery of same.
7. All items or products sold by Frisch are warranted against defects in material or workmanship for a period of one year from date of installation or eighteen months from shipping Exworks Battleford whichever comes first. There are no other representations, warranties, conditions or terms, express or implied, statutory or otherwise, affecting the items or products sold other than as herein contained. Any warranties, terms or conditions that might otherwise be implied by The Sale Of Goods Act, R.S.S. are specifically exclude from application to this sale. In no event shall Frisch be liable under this warranty or otherwise, for any amount in excess of the purchase price of the items or products purchased and in no circumstance shall Frisch be liable for any damages, costs, expenses, loss of profit, special or consequential damages.
8. The Purchaser agrees that any Agreement for the purchase, supply, manufacture or fabrication or sale of any item or product shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. The Purchaser irrevocably attorns to the Province of Saskatchewan and agrees that any legal action or proceeding in relation to such Agreement may only be brought in the Province of Saskatchewan.
9. Prices shown in the Quotation are for the quantities shown at time of quote. We reserve the right to review prices if quoted quantities change or at the end of 30 days after the quote was submitted.
10. Deliveries outlined in the quotation are subject to prior sale. Frisch cannot be held liable for changing delivery schedules due to other contractual obligations arising after quotation was submitted.
11. The Company reserves the right from time to time, in its absolute discretion, without thereby incurring any liability to the Representative with respect to any purchase order placed by the Representative, or otherwise, to discontinue or to limit its production of any Products, to terminate or limit deliveries to of any Products the production of which is so discontinued or limited, to alter the design or the construction of any Products and to add new and additional Products to its lines.