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Terms and Conditions of Sale

The following terms and conditions of sale ("Terms of Sale") shall apply to and form part of any contract for the supply of goods and services ("Goods") by Safety Express Ltd. ("the Company") to another party, including any party named in a purchase order or invoice ("the Purchaser").

1. **ORDER ACCEPTANCE.** No quotation given by the Company to the Purchaser shall constitute an offer. It is acknowledged that no order shall be deemed accepted unless and until it is verified and accepted by the Company, in writing. The Purchaser represents and warrants that all orders placed with The Company, shall be made by persons with authority to bind the Purchaser. Any discrepancy with an order must be reported by the Purchaser to the Company, within three (3) business days, failing which no adjustment shall be made.
2. **PARAMOUNTCY.** These Terms of Sale apply to the Purchaser and to the Company in respect of Goods ordered by the Purchaser and any terms and conditions set out in the Purchaser's order deviating from or inconsistent with these Terms of Sale will not bind the Company notwithstanding any statement by the Purchaser in its order that its terms and conditions shall prevail over these Terms of Sale. The Purchaser acknowledges that the Company would not supply Goods to the Purchaser if these Terms of Sale were not applicable in whole or in part.
3. **COMMODITY TAXES.** Prices for items purchased from the Company, do not include applicable taxes, such as (Goods and Services Tax, Provincial Retail Sales Tax, Harmonized Sales Tax or other similar taxes levied in any jurisdiction). When required by law, the Company, will collect such taxes from the Purchaser and remit same to the appropriate governmental authority. Where applicable, purchaser must inform the Company, of the tax-exempt status of any particular order, and provide the Company, with the requisite details at the time the order is made by Purchaser; failing which all orders are otherwise presumed to be taxable.
4. **ADDITIONAL CHARGES.** The Company reserves the right to charge the Purchaser for any costs, charges or expenses whatsoever that the Company may incur as a result of:
 - (a) demurrage on ships as a consequence of any act or omission of the Purchaser;
 - (b) any special requirements or stipulations of the Purchaser accepted by the Company but not provided for in the Terms of Sale;
 - (c) any increase in duties, taxes, freight, insurance or other charges or expenses from the date of acceptance of the Purchaser's order by the Company to the date of Delivery.
5. **STORAGE.** If the Company notifies the Purchaser that the Goods are ready for Delivery and the Purchaser requests the Company to hold the Goods on its behalf, such Goods will be held by the Company at the Purchaser's risk, and the Company shall be entitled to charge storage fees in respect of the Goods so stored.
6. **PRICES.** In the rare event of a printing error, the Company, reserves the right to charge the correct price. The Company also reserves the right to change prices without notice should economic or market commodity conditions unforeseeable change.
7. **BACKORDERS.** In the event Goods are not available at time of purchase, the Purchaser may wish to have a backorder placed and have the Goods shipped to the Purchaser once the Company, receives the Goods. At no time can the Company, or any of its employees guarantee a Delivery time of a backorder.
8. **RETURNS.** All returns shall be subject to a 15% restocking fee, as may be varied from time to time. Before returning any Goods a Return Authorization Number must be obtained from the Company's Customer Service Department. All shipping fees for any returned Goods are the Purchaser's responsibility.
9. **PAYMENT TERMS.** The extension of credit to the Purchaser by the Company shall be at the sole discretion of the Company and, where extended, unless otherwise advised in writing by the Company, the Company requires payment in full within thirty (30) days of the end of the month in which shipment of the Goods occurs or as otherwise specified in the invoice. For Purchasers without approved credit, all sales are made on condition that Purchaser make payment in advance at the time of order. Payments shall be in Canadian dollars.
10. **CREDIT REPORTING.** The Purchaser agrees that the Company shall be entitled to use the services of a credit agency or bureau from time to time to obtain information concerning the Purchaser (and where the Purchaser is a company, its directors) in order to assess the Purchaser's credit worthiness.
11. **CREDIT BALANCE.** Purchaser agrees that any credit balances issued must be applied within one (1) year of its issuance. If not applied or requested within one (1) year, any balance remaining will be subject to cancellation, and the Company, shall have no further liability.
12. **INDEMNITY.** Without prejudice to any other rights the Company may have against the Purchaser, and to the extent permitted by law, the Purchaser shall indemnify the Company for, and save it harmless from, any loss, damage or expense (including, without limitation, costs, whether or not the subject of a court order) incurred by the Company should the Purchaser breach any of these Terms of Sale or cancel any order or part thereof for the Goods after acceptance by the Company.
13. **DELIVERY.**
 - (a) Unless agreed in writing the Company shall arrange for delivery of the Goods ("Delivery") to the Purchaser's nominated delivery point.
 - (b) The Company is entitled to charge a fee for Delivery.
 - (c) The Company is deemed to have delivered the Goods when they are made available for unloading at the Purchaser's nominated delivery point.
 - (d) The Purchaser is responsible for unloading the Goods from the Company's delivery vehicle.
 - (e) If the Goods are to be collected by the Purchaser from the Company's premises, Delivery occurs when the Goods are loaded on the Purchaser's vehicle.
 - (f) The Company is not liable for any claims for non-fulfilment or late Delivery of Goods or for any loss or damage (including consequential loss or damage) suffered by the Purchaser arising from delay in Delivery or failure to deliver due to circumstances beyond the Company's reasonable control and the Purchaser shall accept and pay for the Goods notwithstanding late Delivery.
 - (g) The Purchaser shall in its purchase order advise the Company of the nominated delivery point and required delivery time.
 - (h) Unless otherwise agreed by the Purchaser and the Company, the Company shall be entitled to deliver the Goods in one or more lots. Where Delivery of the Goods is effected by way of part Delivery the Company shall be entitled to invoice the Purchaser for pro-rata progress payments in respect thereof.
 - (i) Notwithstanding the Purchaser's inability to accept Delivery of the Goods, the Company shall be deemed to have delivered the Goods in accordance with these Terms of Sale and the Goods shall be at the Purchaser's risk from the time when the Goods have been loaded onto the Purchaser's collecting vehicle or delivered to the Purchaser's nominated delivery point (as the case requires).
14. **FITNESS FOR PURPOSE.** The Purchaser agrees that it does not rely on the skill or judgement of the Company in relation to the suitability of any of the Goods for a particular purpose unless it has indicated that purpose in writing to the Company and the Company has acknowledged in writing that the Goods will be fit for the particular purpose.

15. WARRANTIES.

- (a) To the extent permitted by law all implied conditions, warranties and undertakings are expressly excluded.
- (b) Except as provided in this clause the Company shall not be liable for any loss or damage, whether direct or indirect (including consequential losses or damage) arising out of any breach of contract by the Company or any negligence of the Company, its employees or agents.
- (c) Should the Company be liable for a breach of a condition or warranty implied by statute or regulation then its liability for a breach of any such condition or warranty express or implied shall be limited, at its option, to any one or more of the following:
 - (a) in the case of Goods:
 - (i) the replacement of the Goods or the supply of equivalent Goods;
 - (ii) the repair of the Goods;
 - (iii) the payment of the cost of replacing the Goods or acquiring equivalent Goods;
 - (iv) the payment of the cost of having the Goods repaired; provided that any such Goods are returned to the Company by the Purchaser at the Purchaser's expense.
 - (b) in the case of services:
 - (i) the supply of the services again;
 - (ii) the payment of the cost of having the services supplied again.
- (d) The Company will not be liable for the costs of recovery of the Goods from the field, loss of use of the Goods, loss of time, inconvenience, incidental or consequential loss or damage, nor for any other loss or damage other than as stated above, whether ordinary or exemplary, caused either directly or indirectly by use of the Goods. This warranty does not apply to any defects or other malfunctions caused to the Goods by accident, neglect, vandalism, misuse, alteration, modification or unusual physical, environment or electrical stress.

16. CLAIMS.

- (a) The Purchaser shall inspect the Goods immediately upon Delivery and, if the Goods are damaged or not otherwise in conformity with the contract relating to their supply shall give written notice to the Company of the details in respect thereof within seven (days) of the date of Delivery.
- (b) Any Goods the subject of a notice under clause 16(a) shall be left in the state and condition in which they were delivered until such time as the Company or its duly authorized agent has inspected the Goods, such inspection to be carried out within a reasonable time after notification by the Purchaser. If the Goods are not so left in the state and condition in which they were delivered, the Purchaser shall be deemed to have accepted the Goods and shall pay the purchase price for the Goods to the Company.
- (c) Acceptance of the Goods shall be deemed for all purposes to have taken place when Delivery has occurred.

17. TITLE.

- (a) Whilst the risk in the Goods passes on Delivery, legal and equitable title remains with the Company until payment in full for all debts accrued or owed to the Company is made.
- (b) The Purchaser may sell or deal in the ordinary course of business with the Goods and with the interest of the Company in the Goods and may for the purpose of such sale or dealing part with possession thereof but the proceeds of any sale or dealing will be held by the Purchaser on trust for the Company. The Purchaser hereby agrees to accept this appointment as bailee and fiduciary.
- (c) Notwithstanding the above, the Company reserves the following rights in relation to the Goods until all amounts owed by the Purchaser to the Company are fully paid:
 - (a) legal and equitable ownership of the Goods;
 - (b) to enter the Purchaser's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods; and
 - (c) to keep or resell any of the Goods repossessed pursuant to (b) above.
- (d) The Purchaser must so long as the Company is entitled to the property in the Goods, store the Goods so that they are clearly identifiable as the property of the Company.
- (e) In the event that the Goods are resold, or goods manufactured using the Goods sold, by the Purchaser, the Purchaser holds on trust such part of the proceeds of any such sale as represents the invoice price of the Goods sold or used in the manufacture of the Goods sold in a separate identifiable account as the beneficial property of the Company and must pay such amount to the Company upon request. Notwithstanding the provisions above the Company is entitled to maintain an action against the Purchaser for the purchase price of the Goods.
- (f) Where the Purchaser processes the Goods or incorporates them in or with any other product before property has passed to the Purchaser, the new product shall be separately stored or marked in a manner which makes such new product readily identifiable as the Goods of the Company.
- (g) If payment for the Goods is not made by the Purchaser by the due date specified by the Company to the Purchaser then the Purchaser shall return the Goods to the Company on demand. If the Purchaser does not return the Goods to the Company within 48 hours of receipt of the demand, the Company shall be entitled to enter upon the Purchaser's premises at any time to do all things necessary to recover the Goods. The Purchaser shall be liable for all costs associated with the exercise by the Company of its rights under this clause, which shall be repayable on demand.

18. **CODES AND STANDARDS.** Most products sold by the Company, are designed to meet applicable Canadian national safety standards and regulations. Many provinces and localities have codes and regulations governing sales, construction, installation and/or use of products for certain purposes, which may vary from jurisdiction to jurisdiction. The Company cannot guarantee compliance with such codes and regulations and cannot be responsible for how the product is installed or used. Before purchase and use of the product, Purchaser would review the product application and applicable codes and regulations to be sure that the product, installation, and use will comply with them. The Company expressly disclaims any liability for losses Purchaser may suffer as a result of any product non-compliance.

19. **FORCE MAJEURE.** The Company shall not be liable for any claims for non-fulfilment or late Delivery should actual Delivery of the Goods or any parts be delayed in consequence of unforeseen events such as strikes, unforeseen breakdown of machinery (save where caused by improper maintenance or operation by untrained personnel), suspension of electricity or other relevant power supply, riots, war, robbery, civil commotion, adverse non foreseeable weather conditions, disaster caused by fire and/or water, action of government or port authority, delay of vessel, rail-road embargoes, inability to obtain transportation facilities or due to a failure of an original equipment manufacturer to supply components by the due date.

20. **ENTIRE AGREEMENT.** These Terms of Sale contain the entire agreement between the parties hereto on the subject matter of this agreement, and there are no other oral or written representations, stipulations, warranties, agreements, or understandings relating to the subject matter of this agreement. Any variation or modification of these Terms of Sale must be in writing.