

TERMS OF SALE

1. PAYMENT & CREDIT. Payments for orders are made in Canadian currency and are due by the due date indicated in the invoice issued by Master-Halco, Inc. ("MH" or "Supplier"). Credit is granted at the sole discretion of MH, and may be withdrawn or re-evaluated from time to time by MH. Credit card transactions are not eligible for payment discounts. Unearned payment discounts will be charged back at the discretion of MH. A minimum order charge, freight charge and other handling or service charges may apply to transactions as itemized in the relevant invoice.

2. EMAIL CONSENT. If Customer wants to receive invoices, statements and notices ("Documents") by email, Customer agrees to provide Supplier with a valid email address and to keep MH informed of changes to its email address over time. Customer is solely responsible for keeping its email account secure and accessible only by authorized persons and assumes all risk of use of its email system. Customer agrees that MH's communications over email is provided "as is", and MH does not warrant that it will be uninterrupted, virus-free or error-free.

3. SERVICE CHARGE & RETURNED CHECKS. For checks returned due to insufficient funds, a \$30.00 CAD charge (or the maximum charge permitted by law) will be assessed for each check returned, and in such circumstances, if a payment discount was applied to the transaction, this discount will be disallowed and charged back. All past due balances are subject to a service charge of 1 1/2% per month (18% annual), or the maximum permitted by law, whichever is less. Should an action be brought to collect any balances past due or enforce any of the other provisions in these Terms of Sale ("Terms"), MH shall be entitled to recover its court costs and reasonable attorneys' fees from Customer.

4. TAXES. All local, provincial, and federal sales, use, excise or other taxes applicable to the materials sold to Customer shall be borne by Customer, provided that Customer shall not be responsible for taxes with respect to MH's income. To the extent that any additional applicable taxes, license fees, inspection fees, environmental fees or other charges are imposed by any governmental or regulatory authority or agency on any materials sold hereunder, or levied on the production, manufacture, transportation, sale, delivery or otherwise levied on materials sold or delivered, or other handling of materials sold under these Terms to Customer, Customer shall reimburse Supplier for such additional taxes, fees and charges. Failure of Supplier to add any such tax, fee or charge to the invoice for the product sale shall not relieve Customer from liability therefore and Customer shall pay such tax, fee or charge when invoiced by the Supplier, even if invoiced separately. In addition to the taxes, fee or charge, Customer shall reimburse Supplier for any interest and/or penalty assessed by any governmental or regulatory authority or agency when the penalty and/or interest is assessed as the result of false, incorrect or delinquent certification(s) made by Customer to Supplier.

5. WARRANTY; DISCLAIMER; LIMITATION OF LIABILITIES. MH's warranty by product line is available upon request or at MH's website (www.masterhalco.com/warranty/), which warranties are incorporated herein by reference and form an integral part of these Terms. THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, STATUTORY OR OTHERWISE, BEYOND THE PROVISIONS OF SUPPLIER'S EXPRESS WRITTEN WARRANTY. REGARDLESS OF WHETHER A CLAIM IS MADE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), EXTRA-CONTRACTUAL LIABILITY, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SUPPLIER (A) BE LIABLE (IN THE AGGREGATE) FOR ANY DAMAGES WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH, THE MATERIALS SOLD TO CUSTOMER IN EXCESS OF THE PRICE PAID BY CUSTOMER FOR SUCH MATERIALS AND (B) BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, PRODUCTION, USE, BUSINESS, REVENUE OR OTHER ECONOMIC LOSS, OR FOR ANY COSTS RELATED TO THE REPLACEMENT OF MATERIALS; HANDLING; INSTALLATION OR LABOR IN MAKING SUCH REPLACEMENT OR REPAIR, INCLUDING BUT NOT LIMITED TO EXPENSES INCURRED IN INSPECTION, RECEIPT, TRANSPORTATION, STORAGE, CARE OR CUSTODY OR EXPENSES INCURRED IN CONNECTION WITH EFFECTING COVER, REGARDLESS OF WHETHER MH WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

6. RMA. Prior authorization must be obtained from MH before return of materials sold hereunder. If return is permitted by MH, a 15% handling charge will be assessed on all materials sold hereunder and returned for Customer's convenience. Non-stock and special orders are not cancellable or returnable after the order has been placed.

7. INSPECTION, CLAIMS AND DELIVERY INDEMNIFICATION. Customer shall inspect all materials for shortage, damage or non-conformity immediately upon receipt. All claims must be submitted by Customer to Supplier in writing within three (3) days of receipt of materials. Customer agrees that any person signing a delivery ticket or BOL on behalf of the Customer is, in fact, an employee or other agent so designated and authorized for that purpose by Customer. For materials sold to Customer on a delivered basis and where Customer requests delivery at a specified date, Supplier shall utilize reasonable efforts to accommodate Customer's request. However, Supplier generally utilizes third party carriers to deliver materials and there may be delays due to traffic congestion, weather and other causes beyond Supplier's control and therefore Supplier does not guarantee that deliveries will be made at specified times/dates and Supplier shall not be responsible for any claim by Customer on account of a late or delayed delivery of any materials. Customer must be available to receive the products on its scheduled delivery date and scheduled delivery location. Redelivery charges may apply if any shipment is unable to be delivered on the scheduled delivery date or original delivery location due to Customer's unavailability or other act or omission by Customer. Regardless of the mode of transport or delivery, risk of loss and title shall pass to Customer when materials leave Supplier's warehouse. In cases where materials are transported by common carrier, claims for shortage or damaged materials must be made by Customer directly to the common carrier unless Customer can prove that materials were damaged or shorted prior to receipt by common carrier. Supplier is not responsible for any damages or liability in connection with the delivery or transport of the materials,

whether or not caused by the common carrier, Customer or third party, and Customer shall indemnify, defend and hold Supplier and its officers, directors, employees, agents, affiliates, successors and assigns ("Supplier Indemnitees") harmless from any claims, damages, and losses (including attorneys' fees on a full indemnity basis) arising from the delivery and/or transport of the materials. Any claims for liability related to the delivery of materials by common carrier should be directed towards the common carrier.

8. QUOTATIONS. Quotations are based on the Customer's written list of materials. Customer assumes all responsibility for the accuracy, acceptance, and compliance with any plans or specifications for all materials sold hereunder, and Supplier assumes no responsibility for same. Materials sold by Supplier are not sold to any standard specification or origin unless reference to such standard specification is written in Supplier's quotation. Valid quotations must be obtained in writing, and are subject to availability and change in price unless such written quotation states otherwise. Verbal quotations will not be honored.

9. INSTALLATION, HANDLING AND USE INDEMNIFICATION. Supplier is not responsible for the handling, use or installation of materials sold to Customer. Customer shall indemnify, defend and hold Supplier Indemnitees harmless from all claims, damages and losses (including attorneys' fees on a full indemnity basis) arising from or related to the handling, installation or use of materials sold to Customer.

10. FORCE MAJEURE. Supplier shall not be liable in damages or otherwise for any failure or delay in performance on any obligations hereunder, where such failure or delay is caused by an event of force majeure, which is any event, occurrence or circumstance reasonably beyond Supplier's control, including without limitation, failure or delay caused by or resulting from acts of god, pandemics, strikes, labor disputes, fires, floods, wars, riots, destruction or unavailability of materials or components, delays of carriers or suppliers, embargoes, accidents and restrictions imposed by any governmental authority (including but not limited to allocations, priorities, requisitions, quotas and price controls).

11. GOVERNING LAW. These Terms shall be governed by and construed pursuant to the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflict of laws.

12. VENUE - All collections actions by Supplier against Customer or Customer's guarantor arising from Customer's failure to pay for materials and related charges ("Collections Actions") may be submitted to the courts located in the City of Toronto, Province of Ontario. If the Collections Action is so submitted to such courts, each of Supplier and Customer waive any right it may have to assert the doctrine of forum non conveniens or to otherwise object to venue with regard to the Collections Actions so brought in such city and province, and each of Supplier and Customer agrees that the courts located in such city and province shall have exclusive jurisdiction over each party for the purposes of litigating the Collections Actions.

13. MISCELLANEOUS. (a) Every purchase of materials, including all quotations, orders and invoices, shall be governed by and be deemed to include the provisions of these Terms. In the event of any inconsistency between these Terms and a quotation, order or invoice, these Terms shall prevail, unless otherwise agreed to by the parties in a written agreement executed by the Customer and an officer of MH. These Terms represent the entire agreement between the parties concerning the matters addressed in these Terms and supersedes all prior discussions, representations, agreements, and negotiations, whether oral or written, in respect of the subject matter of these Terms. Notwithstanding the foregoing, these Terms shall not serve to supersede, void or otherwise reduce any obligations of the Customer or Customer's guarantor under any written credit application, promissory note, guaranty, security agreement, hypothec or other written agreement duly executed. (b) The remedies reserved herein shall be cumulative and in addition to any other remedies provided in law or equity. (c) Customer may not assign its rights and obligations under these Terms except with the prior written consent of MH. (d) To be binding and effective, any waiver of any rights by MH must be in a writing executed by an officer of MH. No waiver of any provision of these Terms shall constitute a waiver of any other provisions. (e) If any provision of these Terms is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable and the unenforceable provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, in keeping with the intent and spirit behind such provision. (f) These Terms may be modified by MH from time to time in the future. If these Terms are modified by MH, the modified Terms will be posted by MH on its website. To the extent that Customer places any orders after the effective date of the modified Terms, Customer shall be deemed to have accepted and agreed to be bound by these Terms as modified. It is hereby understood that these Terms may not be modified by any oral statement or representation by any MH staff. Modification of these Terms is only permitted in a written agreement signed by Customer and an officer of MH. (g) These Terms prevail over all of Customer's terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms. Sale of materials by MH to Customer is based only on these Terms and any proposal by Customer to add additional provisions is hereby rejected, unless modification of the Terms is agreed to in a written agreement signed by Customer and an officer of MH. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, mandate, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14. LANGUAGE. The parties hereby acknowledge that they have expressly requested that these Terms and all related documents be drawn up in the English language. Les parties aux présentes reconnaissent qu'elles ont expressément exigé que ces modalités de vente et tous les documents s'y rattachant soient rédigés en langue anglaise.