



STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale (these "Terms and Conditions") apply to Company profiles and related products. The term "Company" herein refers to Westech Building Products ULC, 5201 -64 Ave. SE, Calgary, AB, T2C 4Z9. The term "Buyer" refers to the purchasing party in the Purchase and Sale Agreement to which these Terms and Conditions are attached. IN NO EVENT SHALL COMPANY OR BUYER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES. This transaction shall be governed by the laws of the Province of Alberta.

INDEMNITY

Except in the case of Company's sole negligence or willful misconduct, Buyer agrees to indemnify, defend and hold harmless Company, its affiliates, agents, employees and representatives from and against any liability, claim, demand, loss, damage, cost, expense, including attorneys' fees and litigation costs and expenses, arising out of or in any way related to the presence of Buyer's employees or agents on Company's premises or Company's employees or agents on Buyer's premises, the use of Company's services, or the purchase, use of or resale of products supplied by Company.

PRICING

Pricing will be as per the price sheet supplied to Buyer by Company. Stock orders must be purchased in full units ex: Bag, Crate or Rack. Stock orders will be shipped at prices in effect at the time of shipment, unless otherwise agreed. Premiums may be added for special packaging and handling requests. In the event that the order is delayed by Buyer or any third party, Company reserves the right to adjust the price for any products not yet delivered. If, however, the delay is caused by Company's inability to make the delivery as agreed, the acknowledged price will be honored. Shipments made before the ship complete date will be acknowledged prices unless otherwise agreed upon by Company in writing. Shipments are subject to availability of inventory for shipment. Company will use commercially reasonable efforts to provide the combined shipping with other orders.

FORCE MAJEURE

Company shall not be liable for damage resulting from delay in performance or for non-performance, directly or indirectly caused by circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fires, explosions, floods, war, acts of or authorized by government commission, agency or jurisdiction, accident, labor or storage trouble, or inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from the Agreement or order without liability, but the Agreement shall remain otherwise unaffected. Company shall have no obligation to purchase supplies of the products specified herein to enable it to perform this Agreement.

TERM OF PAYMENT

Terms are Net 30 days, unless otherwise stated on the face of the Agreement to which these Terms and Conditions are attached. Any cash discounts allowed shall apply to net material value, but before additions or deductions for taxes, special packaging, or other charges. Company reserves the right to change these terms at any time. Any payment received by Company after the due date shall be subject to a late payment charge not to exceed 1.5% per month (18% per year) or less, if required by applicable law, until the outstanding balance, including accrued late payment charges, is paid in full. Unearned cash discounts taken will be automatically charged back against open accounts receivable.

CREDIT

All orders and shipments are subject to approval by Company's Credit Department. Buyer unconditionally assigns to Company all lien rights that it may have, whether as a vendor or otherwise, to secure payment of moneys owed to Buyer by reason of Buyer's sale of the products to a third party. Such assignment shall be limited in amount to the unpaid balance(s) owed by Buyer to Company for such products and shall remain in effect only for so long as such balance(s) shall remain unpaid. Buyer hereby appoints Company as its attorney-in-fact to execute and record such documents as are necessary to effect said assignment and/or to enforce said lien right. Buyer agrees to pay all reasonable attorneys' fees and all costs and expenses associated with the collection of moneys Buyer owes Company. Buyer represents that it is not insolvent. In the event Buyer becomes insolvent before delivery of the products, it will so notify Company in writing. Buyer's failure to so notify Company shall be construed as a reaffirmation of Buyer's solvency at the time of delivery. Buyer hereby grants Company a security interest in the product sold to Buyer by Company and all proceeds thereof, which will be deemed collateral for Buyer's debt to Company until Buyer has paid Company for such product in full. In addition, Buyer authorizes Company to sign on behalf of Buyer financing statements (either UCC or PPSA) perfecting Company's security interest in the above collateral.



NON-WARRANTY CLAIMS

Company shall be responsible for settlement of claims only if such claims have been submitted in writing to Company for prior investigation and determination of settlement within ninety (90) days from invoice date, or within thirty (30) days of the date of the circumstances giving rise to the claim, whichever is earlier. Company shall have no obligation to honor any settlement made by any distributor or other third party without prior written consent of Company. Company will not honor any claims that are the result of improper fabrication or installation.

ORDER AND SHIPPING CONFIRMATION

Upon receipt of a copy of an order placed with Company, Buyer must verify pricing, quantity, specifications, products, shipping instructions and shipping schedule on the order. Should any changes become necessary, Buyer must inform Company's Customer Service Representative in writing immediately. Failure to do so will result in a restocking charge of up to twenty-five (25%) percent. Changes to custom orders must be made within 24 hours of receipt of the order, or Buyer is responsible for the full cost of the order. Orders requiring affidavits or certificates of compliance must so state when orders are placed with Company.

NO ASSIGNMENTS

The Agreement is not assignable or transferable by either party, in whole or in part, except with the written consent of the other party, which shall not be unreasonably withheld.

SHIPPING AND DELIVERY

Company shall use commercially reasonable efforts to meet the requested shipment schedule, but Company does not guarantee a delivery time and assumes no liability for additional costs or damages resulting from late deliveries. Risk of loss or damage shall rest on Buyer after shipment from Company, regardless of method of payment. Upon receipt of an order, Buyer must inspect the condition and quality of goods received. Any damage, loss, shortage, or misidentification should be reported to the driver and noted on the Bill of Lading at the time of delivery. Company reserves the right to ship orders at the most economical rate. Should Buyer request special packaging, handling, or shipping instructions, the additional cost will be billed to Buyer. In the case of backorders, Company will be responsible for all shipping costs associated with backorder items only. All shipping costs incurred from other orders shipped with backorders will be paid by Buyer, unless part of a full load.

RETURNED MATERIALS

Buyer must obtain written approval from Company Customer Service before returning any products to Company. Unauthorized returns may be scrapped at Buyer's expense. Ownership of authorized returns will pass to Company upon receipt at Company's factory. Company will determine acceptability of return materials for restocking and resalability. Credit will be issued on resalable materials only. A restocking charge of up to twenty-five percent (25%) and freight cost both ways for the returned materials may be charged to the account of Buyer.

FREIGHT

Unless otherwise stated on the face of the Agreement to which these Terms and Conditions are attached, full truckload shipments are F.O.B. shipping point. Buyer may elect to ship a lesser quantity than a full truckload via common or contracted carrier from shipping location if Buyer pays all applicable freight costs. All additional freight charges for Stopover/Drop Shipments/Demurrage/Fuel Surcharge shall be the responsibility of Buyer.

ORDER ACCEPTANCE OR REJECTION

Unless otherwise stated on the face of the Agreement to which these Terms and Conditions are attached, no order placed with Company shall be considered received unless received in written form. Company reserves the right to accept or reject any order. Possession of a price list does not constitute an offer to sell. The terms and conditions stated herein constitute the entire terms and conditions of sale between the parties.

TAXES

Any taxes or other governmental charge upon production, sales, transportation, storage, or shipment of products imposed by federal, state, provincial, municipal or other authorities shall be added to the price and must be paid by Buyer, regardless of whether said tax or charge is included on the initial invoice to Buyer. Tax Exemption Certificates for states or provinces into which products are being shipped must be on file with Company. Otherwise, all applicable state/provincial and local taxes will be charged and shown on the invoice.