

**13859380 CANADA INC.,  
CARRYING ON BUSINESS AS "CRANE SUPPLY"**

**TERMS AND CONDITIONS OF SALE**

1. **CONTRACT FORMATION.** The Terms and Conditions of Sale contained herein ("**Agreement**") are intended by 13859380 Canada Inc. ("**Seller**") and any party who makes an offer in any form to purchase product from Seller ("**Offer**") that is accepted by Seller ("**Buyer**", collectively, with Seller, the "**Parties**") as a final, complete and exclusive statement of the terms and conditions of the sale. The making of an Offer by Buyer shall be deemed to be the Buyer's irrevocable acceptance of this Agreement. An accepted Offer is subject to Seller being satisfied with the results of its credit checks concerning Buyer and delivery of product may be delayed, without liability on the part of Seller, while such checks are pending. Buyer acknowledges and agrees that when Seller accepts of an Offer ("**Order**"), the Order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Seller. For clarity, terms or conditions additional to or different from those in this Agreement, including but not limited to terms contained in Buyer's purchase order, are deemed material and hereby rejected unless otherwise accepted by Seller in writing.
2. **TITLE, TRANSPORTATION AND DELIVERY.** All prices and delivery are FOB, Seller's Premises (Incoterms 2020). Title and all risk of loss or damage to products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by Buyer directly with the carrier, who is hereby declared to be the agent of Buyer. Seller shall not be liable for any delay in performance of this Agreement or for any damages suffered by Buyer by reason of delay, when the delay is caused by a Force Majeure Event (as hereinafter defined) or any other causes beyond Seller's control. In the event delay is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller may extend the date of shipment for a reasonable time, but in no event longer than five (5) days. In the event delay in shipment is caused by Buyer or at Buyer's request, and the products are not shipped within five (5) days from the first (1<sup>st</sup>) date they are ready to be shipped, Seller may, in its sole discretion, sell such products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Notwithstanding the foregoing sentence, products are subject to shipment in whole or in part, at Seller's option, and each shipment is subject to immediate invoicing. Seller's responsibility for shipment shall cease upon delivery of the products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.
3. **INSPECTION AND ACCEPTANCE OF PRODUCTS.** Buyer agrees that it shall inspect the products immediately after receipt and notify Seller in writing of any non-conformity or defect within fifteen (15) days of receipt. Buyer further agrees that failure to give such notice or the commercial use of the products, or any of them, shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect.
4. **TAXES, DUTIES AND TARIFFS.** All present or future taxes, duties, tariffs and other assessments applicable to the sale, transfer, lease or use of any products will be charged and paid by Buyer in the absence of detailed exemption certificates satisfactory to the Seller and the applicable taxing authority. Unless otherwise specified, prices quoted do not include taxes, duties, tariffs or assessments of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable taxes, duties, tariffs, assessments, export preparation charges and export documentation charges in connection with the purchase of any products. Buyer agrees to indemnify and hold Seller harmless from and against any and all taxes, duties, tariffs, assessments, charges and any other such fees or expenses. All prices quoted are CANADIAN DOLLARS unless otherwise specified.
5. **TERMS OF PAYMENT.** Payment for products purchased by Buyer shall be made in accordance with any of the following arrangements, provided such arrangements have been approved in advance by Seller in writing: (1) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; (2) credit card, with applicable credit card fees being for the account of Buyer; (3) cash in advance; or (4) other payment arrangements settled prior to or at the time the Order is placed. Cash discounts, expressed as a percentage, are based on the net amount of Seller's prices before any additions for taxes, duties, tariffs, assessments, transportation or other charges and are only available if specified and if payment in full is made on or prior to the date indicated as applicable to receive such discount. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any products to Buyer on credit terms at any time or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until Seller receives payment in full, at the lesser of one and a half percent (1.5%) per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any products, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer accordingly. The purchase price of products in effect at the time an order is placed may not be the same price in effect at the time of shipment. Buyer shall be invoiced for, and agrees to pay, the price in effect at the time of shipment.

6. **SECURITY INTEREST.** Buyer grants Seller a security interest in the products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the applicable Personal Property Security Act legislation, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to register and perfect its security interest in the products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.
7. **RETURNED PRODUCTS.** All product returns must be approved in advance and in writing by Seller, such approval to be in Seller's sole discretion. Requests for returns must be made within thirty (30) days from original sale. Any request to return products must be accompanied by the relevant invoice number and/or packing slip number of Seller. Seller has the right to refuse to accept the return of any products. Products which are made to order, of obsolete design or used goods will not be accepted for return. All credits, if and when issued, except in the case of a Seller shipping error, will be subject to Seller's normal minimum return charge of thirty-five percent (35%). Credit on non-stock or excessive quantities will be allowed on the basis of Manufacturer's allowance less Seller's return charge. Final acceptance of returned products is subject to examination by Seller to determine conditions. Products returned remain Buyer's property and responsibility until such time as a credit memo has been issued. Seller will notify Buyer if a decision is made not to issue credit. It will then be Buyer's responsibility to advise Seller of disposal instructions within five (5) days, otherwise the products will be scrapped. A credit issued to Buyer in connection with returned products expires one (1) year after said issuance. No returned products are transferable or assignable by Buyer.
8. **CANCELLATION.** An Order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete an Order if any term or condition pursuant to this Agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any Order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any Order after Seller's delivery to place of shipment. Orders for "Special" Product or Equipment may only be cancelled by Seller. Items of "Special" Product or Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. The determination of whether a Product or an item of Equipment is "Special" shall be made by Seller in its sole discretion.
9. **LIMITED WARRANTY ONLY TO THE EXTENT OF THE MANUFACTURER'S WARRANTY. EXCEPT IN CASES OF EXPRESS WARRANTIES IN WRITING, WHICH MAY BE ISSUED BY SELLER FROM TIME TO TIME, WITH RESPECT TO PARTICULAR PRODUCTS, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SELLER ACCEPTS NO RESPONSIBILITY, RISK OR LIABILITY TO BUYER OR OTHERS CONCERNING, RELATING TO OR ARISING OUT OF: (A) THE MERCHANTABILITY OR OTHERWISE OF THE PRODUCTS SOLD HEREUNDER; (B) THE FITNESS OR OTHERWISE FOR BUYER'S PURPOSES OF THE PRODUCTS SOLD HEREUNDER; OR (C) THE PERFORMANCE, NON-PERFORMANCE, FAILURE, EFFICACY, LENGTH OF LIFE OF OR ANY DEFECT IN THE WHOLE OR ANY PART OR PARTS OF ANY PRODUCT OR INCORPORATING OR OTHERWISE USING THE PRODUCTS SOLD HEREUNDER.**
10. **FORCE MAJEURE.** Notwithstanding the terms and conditions contained herein, Seller shall in no event be liable to Buyer or others for price protections or cancellation or delay in shipments or defaults occasioned directly or indirectly by strike, lock-out, fire, flood, riot, acts of God, war, strikes, embargos, labour difficulties, walk-outs, lack or diminution of transportation services, shortage of labour, fuel, power, materials, supplies or transportation, pandemics, quarantines, government act or regulation or any cause beyond the control of Seller (each a "Force Majeure Event").
11. **LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT AGAINST WHICH CLAIM IS MADE, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, COSTS OF SHIPMENT, REMOVAL OR REINSTALLATION COSTS, COSTS OF ANY RECALL PROGRAM, DOWNTIME, LOST PROFITS OR LOST SALES. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE OBLIGATION TO REPAIR OR REPLACE, AT SELLER'S DISCRETION, ONLY THOSE PORTIONS OF PRODUCT PROVEN TO HAVE FAILED TO MEET IN MATERIAL RESPECT THE SPECIFICATIONS OF THE ORDER. SELLER AND BUYER EXPRESSLY AGREE TO THIS ALLOCATION OF RISK AND THE PRICE STATED FOR THE PRODUCT IS CONSIDERATION IN LIMITING SELLER'S LIABILITY. ACCEPTANCE OF PRODUCT BY BUYER SHALL CONSTITUTE A WAIVER BY BUYER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELIVERY DELAY.**
12. **LIMITATIONS OF ACTIONS.** Any action by Buyer for breach of this Agreement must be commenced within one (1) year after the cause of action has accrued.
13. **SPECIFICATION CHANGES.** In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered products, perform any additional work or supply any additional equipment or parts, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.