



## STANDARD TERMS AND CONDITIONS OF SALE

### Article 1: Applicability

- 1.1 All goods and services supplied, provided or offered for sale by quotation or any other means (an "Offer") by Vulcan Greenhouse Technology Inc. ("VulcanGT"), or are ordered from VulcanGT (an "Order"), are provided and sold to you (the "Customer") subject to the terms and conditions stated herein, which shall form part of the agreement for such supply or provision of goods and services arising from such an Offer or Order.
- 1.2 VulcanGT expressly limits all sales of goods and services to the terms and conditions contained herein. Any additional, different or inconsistent terms proposed by any other party, whether in writing or otherwise, are hereby objected to and rejected, and VulcanGT shall not be bound by any such additional, different, or inconsistent terms, including any standard terms and conditions of sale of the Customer, unless VulcanGT expressly agrees to such terms in writing signed by an authorized signing officer of VulcanGT.
- 1.3 Acceptance of these express terms and conditions of sale occurs on the happening of any one or more of the following: (a) written acceptance of an Offer by Customer; (b) the Customer placing an Order with VulcanGT; (c) failure by the Customer to object, within a reasonable period of time, following knowledge of VulcanGT's commencement of performance on account of an Order from the Customer; or (d) the Customer's acceptance and receipt of goods or services from VulcanGT and failure by the Customer to reject the goods or services at the time of delivery or in writing within ten (10) business days following delivery.

### Article 2: Offers by VulcanGT

- 2.1 All Offers made by VulcanGT with regard to the sale of goods and/or services are made without engagement and shall be in writing. No amendment to any Offers made by VulcanGT shall be binding upon VulcanGT unless made in writing and signed by an authorized officer of VulcanGT. The Customer acknowledges that VulcanGT has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind VulcanGT in any way.
- 2.2 In the event the Customer provides specifications, designs, illustrations, drawings, models, software and other data ("Data") pertaining to the goods and services of VulcanGT, the goods and services to be provided by VulcanGT will be based on such Data, regardless of any error, inaccuracies or incompleteness of the Customer's Data. VulcanGT shall assume no liability for any delays, damages or losses resulting from the Customer's Data being in any way incomplete, inaccurate, inapplicable or flawed, including where VulcanGT knew or ought to have known of same.
- 2.3 If an Offer to supply goods and services is made to a Customer by VulcanGT, such Offer will be deemed accepted by the Customer if: (a) VulcanGT receives written notice from the Customer of the Customer's acceptance; or (b) the Customer fails to reject VulcanGT Offer within fourteen (14) business days from the date the Offer is made and VulcanGT reasonably believes the Offer was accepted.

### Article 3: Intellectual Property

- 3.1 Unless agreed otherwise in writing between the Customer and VulcanGT, VulcanGT shall retain all proprietary rights in and to any intellectual property, offers, advice, designs, illustrations, drawings, test models, software, and other Data pertaining to the goods and services provided and supplied by VulcanGT. This section shall survive the completion, cancellation or termination of any Offer, Order or sale of any goods or services by VulcanGT.
- 3.2 The sales of goods and services by VulcanGT do not convey to the Customer any ownership, licence or rights VulcanGT may have to or in the goods, services, processes, operations, or sales literature it provides to Customers.
- 3.3 All information and Data provided to the Customer by VulcanGT in connection to the sale of goods and services to the Customer shall be deemed to be given and received in strict confidence, unless and only to the extent that it is covered by a separate written agreement.
- 3.4 The Customer hereby agrees, upon written request made by VulcanGT, to return and deliver to VulcanGT within the time period set out by VulcanGT in the written notice for the return and delivery, any and all Data supplied by VulcanGT to the Customer in connection with the sale of goods and services that was not included in the Offer or Order, or was otherwise provided by VulcanGT solely for the purposes of assisting VulcanGT in carrying out its obligations under any Offer or Order and was never intended to be retained by the Customer upon completion, cancellation or termination of the sale of goods and services. For greater certainty the Customer has no right to retain any information or Data that does not relate directly to an Offer or Order.

- 3.5 The Customer acknowledges that any breach or threatened breach of any provision of this Article 3 will result in VulcanGT suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, in the event of any breach or threatened breach of any provision of this Article 3, the Customer agrees that VulcanGT will be entitled to interim and permanent injunctive relief, specific performance and other equitable remedies, in addition to any other remedies to which VulcanGT may become entitled.

### Article 4: Delivery

- 4.1 Unless otherwise agreed to in writing, the Customer shall be responsible for all transportation charges, including without limitation, all costs and charges for or relating to delivery, shipment, freight, transportation, handling, storage, insurance, and related items with regard thereto.
- 4.2 Unless otherwise agreed to in writing, products shall be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of VulcanGT, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced to the Customer.
- 4.3 Delivery and performance dates quoted to the Customer or otherwise communicated to the Customer are only approximate estimates by VulcanGT and are based on conditions at the time of acceptance of an Offer or delivery of an Order by the Customer.
- 4.4 The Customer agrees that delivery and performance dates may change if any change or modification is made to an Offer or Order after the Customer is quoted a delivery date.
- 4.5 The delivery of goods and services by VulcanGT is subject to: (a) the receipt of all Data required to be supplied by the Customer to VulcanGT; (b) prompt written receipt by VulcanGT from Customer of confirming copy of the Order; (c) the actual receipt by VulcanGT of payment in full of any amounts that are required to be paid by the Customer prior to any delivery date; and (d) the fulfilment of all conditions applicable to the Customer that are necessary for delivery. The failure of the Customer to discharge any of the obligations in this section may result in a delay in delivery and an increase in the purchase price or non-delivery or performance by VulcanGT.
- 4.6 The Customer shall physically inspect and examine the delivered goods and/or services at time of receipt. In the event the Customer is of the opinion that the goods or services do not comply with the terms of the Offer made by VulcanGT or the Order accepted by VulcanGT, Customer shall immediately notify VulcanGT in writing of any such alleged non-compliance. If VulcanGT has not received actual written notice of any alleged non-compliance within ten (10) days after delivery, then the delivery shall be conclusively presumed to fully satisfy the terms and specifications therefor.
- 4.7 VulcanGT will make commercially reasonable efforts to meet any delivery date(s) quoted to the Customer, however, if a delivery date is not met by VulcanGT, VulcanGT shall not, under any circumstances, be liable to the Customer for compensation, unless this compensation has been agreed to in writing by VulcanGT. Without limiting the generality of the foregoing, under no circumstance shall VulcanGT be liable to Customer for any reasonable delay in shipment or failure to meet any quoted delivery date(s) or for any reasonable delay in performance there under, or any delay permitted under Sections 4.8 and 4.9.
- 4.8 If VulcanGT suffers a delay in delivery or performance by any of its suppliers or contractors, the time for delivery or performance shall be extended for such period of time as is equal to the period of the delay expressed by VulcanGT. VulcanGT will give the Customer notice within a reasonable time after VulcanGT becomes aware of such delay or anticipated delay.
- 4.9 VulcanGT shall have the right to indefinitely postpone or suspend the time for delivery and performance due to unforeseen circumstances or due to any cause beyond its control, including without limitation, acts of God, wars, riots, embargos, acts of civil or military authorities, fires, floods, accidents, strikes, transportation delays or shortages, inability to obtain material or supplies, excessive demand for goods and services over available supply, interruption for any reason in the manufacture of goods, customs delays, or other causes not within VulcanGT control.
- 4.10 VulcanGT reserves the right to change the part number, design, dimensions, weight or specifications of the goods or materials specified in the Offer or Order, provided any such change or modification to the goods or materials are of similar or better quality or fitness.

**Article 5: Transmission of Risk**

- 5.1 For any sale of goods, title and risk of loss or damage in the goods shall pass to the Customer when VulcanGT makes them available to the Customer. This includes, without limitation, any risk of loss or damage as result of storage, loading, carriage, and unloading of the goods after the goods have been made available to the Customer.
- 5.2 Goods are deemed to have been made available to a Customer at the earliest occurrence of: (a) the date set out in the Offer or Order or written notice provided to the Customer indicating when the goods are available and where the Customer may pick them up; (b) the time possession of the goods are transferred to the Customer directly at VulcanGT place of business, or at another place agreed to by VulcanGT and the Customer as the place of delivery, if delivery is not made by a common carrier; or (c) the time possession of the goods are transferred to a common carrier, FOB VulcanGT facility, as the case may be, regardless of whether VulcanGT will install or supervise the installation of the goods.
- 5.3 Where a common carrier is used for delivery of goods, the Customer and VulcanGT hereby agree that in the absence of specific written shipping instructions from the Customer, the carrier shall be selected by VulcanGT and will be the method VulcanGT deems most reasonable given the circumstances. Claims for damage in transit shall be processed solely by the Customer directly with the carrier and VulcanGT shall have no liability to the Customer with respect to any act or omission of the carrier.
- 5.4 Goods held or stored by VulcanGT in the capacity of a gratuitous bailee for the Customer after they have been made available to the Customer shall be at the sole risk of the Customer, and the Customer shall be liable for the expense to VulcanGT of holding or storing the goods. Should the Customer wish to insure the goods stored or held by VulcanGT, they shall do so at their own expense and on their own volition.
- 5.5 If the purchase of goods from VulcanGT involves a trade-in and the Customer continues to use or hold possession of the goods to be traded in pending delivery of the purchased goods from VulcanGT, the risk of loss or damage in relation to the goods to be traded in shall continue to be borne by the Customer until the moment at which possession of the goods to be traded in are transferred to VulcanGT.
- 5.6 The Customer shall be liable for any loss, theft or damage occasioned to the property of VulcanGT that is located at the Customer's place of business, or at the location where the goods and services are to be provided, save and except the VulcanGT place of business. The Customer agrees to insure said property of VulcanGT that is located at the Customer's place of business, or at the location where the goods and services are to be provided and to direct the Insurer to pay VulcanGT directly for any losses occasioned to the property of VulcanGT.

**Article 6: Changes to Goods or Services**

- 6.1 Accepted Offers or Orders accepted by VulcanGT are not subject to change, modification, variation or cancellation by the Customer after acceptance, except with VulcanGT's written consent and upon payment of any reasonable charges to cover the cost or loss incurred by VulcanGT as a result of the change, modification, variation or cancellation, including, without limitation, charges incurred for labour or material costs, overhead, or commitments made by VulcanGT.
- 6.2 Any change, modification, variation or alteration to the goods and services as a result of: (a) alteration in the Customer's design or specifications or other Data; (b) inaccurate information and Data provided by the Customer; or (c) inaccurate estimate in quantity, shall result in a change to the quoted price of such goods and services.

**Article 7: Performance**

- 7.1 The Customer shall ensure and use its best efforts to ensure that: (a) VulcanGT can carry out its obligations under the Offer without unreasonable interference or interruption; (b) the Customer and VulcanGT can carry out their respective obligations at the agreed time; and (c) VulcanGT will have access to all necessary and appropriate facilities, including, without limitation, access to gas, water, electricity, heating and a lockable and dry storage room.
- 7.2 The Customer shall ensure that the facilities at which VulcanGT will be required to provide goods or services, comply with all work, health and safety laws, regulations and guidelines.
- 7.3 The Customer shall ensure that all statutorily required licences, permits, exemptions and other decisions or authorizations that are necessary in order for VulcanGT to carry out its obligations are obtained and obtained on a time is of the essence basis.
- 7.4 The Customer shall be liable to VulcanGT for any costs, losses or consequential damages incurred or sustained by VulcanGT as a result of the Customer failing to fulfill its obligations under the Offer or Order.

- 7.5 The completion of the delivery of goods and services by VulcanGT will be deemed to occur on the earliest occurrence of: (a) the Customer providing written acceptance of the goods and services to VulcanGT; (b) the Customer uses or otherwise benefits from the goods or services provided by VulcanGT, and, if the Customer uses only part of the goods and services, such part shall be deemed to have been completed; (c) the Customer does not indicate in writing, within fourteen (14) days of receipt of the goods and services, whether or not the goods and services have been approved; (d) VulcanGT giving notice to the Customer that the work has been completed and the Customer does not indicate in writing, within fourteen (14) days of receipt of the notice, whether or not the goods and services have been approved; or (e) the Customer does not approve the goods and services on account of minor defects or missing parts which can be repaired or supplied within thirty (30) days and which do not prevent the use of the goods and services.

- 7.6 If the Customer does not accept the goods or services provided by VulcanGT, the Customer shall provide written notice to VulcanGT within fourteen (14) days of receipt of the goods and services from VulcanGT, indicating its non-acceptance and setting out in detail the reason for the non-acceptance. If the reason for non-acceptance can be remedied by VulcanGT, the Customer must provide VulcanGT with the opportunity to remedy the non-acceptance and make the goods and services available to the Customer for acceptance again.

- 7.7 VulcanGT shall be entitled to suspend or terminate performance and delivery of any goods and services if performance is permanently impossible and beyond either of the parties' reasonable control, or if a temporary event making performance impossible beyond the parties' reasonable control has lasted for longer than eight (8) weeks from the quoted delivery date. Upon such suspension or termination by VulcanGT, the Offer or Order shall be terminated in respect of such part(s) of the obligations which have not yet been performed, and the parties shall not be entitled to compensation for damages or losses suffered or yet to be suffered as a result of the termination. In this event, VulcanGT shall be entitled to payment for any goods or services supplied or rendered on a quantum meruit basis.

- 7.8 Any inspection by the Customer of goods used or supplied by VulcanGT must be stipulated in writing prior to any Offer and any Order, and is subject to reasonable charges and safety and security conditions. The Customer shall have no right of access to VulcanGT facilities except as specifically authorized in advance by VulcanGT. The Customer shall indemnify and save VulcanGT harmless from any and all suits, damages and expenses of the Customer or its agents resulting from personal injury, including death, or loss or damage of property occurring during or in connection with any such inspection.

- 7.9 Customer shall indemnify and hold VulcanGT harmless against all loss, including, but not limited to, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury or death arising from any goods, services, equipment, parts, hardware, software or programming supplied by or on behalf of the Customer. For greater certainty and without limiting the generality of the foregoing, the Customer shall hold VulcanGT harmless against any expense or loss resulting from infringement of patents, trade marks or any other intellectual property rights arising from compliance with any designs, specifications, instructions or materials supplied by or on behalf of Customer. The Customer shall not be required to indemnify VulcanGT against VulcanGT's intentional tortious acts, but shall be required to indemnify VulcanGT against any court costs and reasonable legal and professional fees and disbursements until it has been established that the loss in questions was caused solely by intentional tortious acts of VulcanGT.

**Article 8: Limitation of Liability**

- 8.1 The maximum liability of VulcanGT to the Customer as a result of the breach of, or arising out of any Offer or Order or other agreement for the sale of goods and services, shall be limited in totality and in amount to the greater of the net purchase price of the goods or services being sold to the Customer by VulcanGT thereunder or to the sum of Ten (\$10.00) Dollars in funds of Canada.

- 8.2 In no event shall VulcanGT be liable for any special, consequential, incidental, economic, direct, indirect or other damages, including, without limitation, loss of profit, loss of business, loss of opportunity, whether or not VulcanGT has been advised of the possibility of such loss, however caused, including, without limitation, as a result of any breach or repudiation of any Offer, Order, agreement or contract, breach of warranty, breach of contract, acts of negligence, or otherwise.

- 8.3 The Customer shall indemnify and save VulcanGT harmless against all claims and liability which may arise out of any third party claims against VulcanGT as a result of a defect in a product that is supplied to or a service provided to a third party by the Customer that consists wholly or partly in products or services provided by VulcanGT. The Customer agrees and acknowledges that VulcanGT has not made any representations to the Customer with respect to the intended purpose and use of the goods and/or services supplied by VulcanGT and the Customer has satisfied itself in this regard.

- 8.4 The limitations of liability contained in this Article 8 form an essential part of the bargain between VulcanGT and the Customer.

**Article 9: Warranty**

- 9.1 VulcanGT warrants that, as of the date of delivery of all goods and/or completion of services provided by VulcanGT, the goods and services shall be free from defects in material and workmanship under normal use and service when correctly stored, installed, used and maintained by the Customer and such warranty will extend for a period of one (1) year from the date of delivery or completion.
- 9.2 With respect to services provided by VulcanGT to the Customer for maintenance purposes, VulcanGT warrants such services shall be free from defects in workmanship for a period of three (3) months from the date of completion of the maintenance services.
- 9.3 With respect to services provided by VulcanGT to the contractor under a construction project, VulcanGT warrants that the construction will be free from defects in material and workmanship for a period of one (1) year from the date of completion of the construction provided VulcanGT was provided with a reasonable opportunity to select the materials and services provided.
- 9.4 In the event of a warranty claim with respect to the construction or materials used, VulcanGT shall repair or replace the materials, provided: (a) the parts or material which VulcanGT is to repair or replace are sent to VulcanGT free of charge; and (b) any expenses relating to the dismantling and assembly of these parts or traveling and accommodation incurred by VulcanGT are paid by the Customer, unless otherwise agreed in writing.
- 9.5 With respect to refurbished goods provided by VulcanGT to the Customer, VulcanGT warrants that such refurbished goods shall be free from defect in material and workmanship for a period of ninety (90) days from the date the goods are delivered to the Customer.
- 9.6 With respect to any goods or materials supplied by VulcanGT that have a factory warranty, VulcanGT shall advise the Customer of such factory warranty and the factory warranty shall supercede the warranty contained in this Article 9. The existence of a factory warranty shall not, in any circumstances, have the effect of extending the warranty periods set out in this Article 9 regardless of whether or not VulcanGT notified the Customer of such factory warranty.
- 9.7 No warranty extended by VulcanGT shall apply to: (a) any goods which have been modified or altered by persons other than VulcanGT; (b) any goods subjected to any misuse, neglect, non-maintenance, defective maintenance, improper storage or handling, or accidental damage; (c) defects in any goods and services that are a result of normal wear and tear; (d) any goods manufactured, assembled, installed, maintained or repaired by a person other than VulcanGT; (e) any defects that wholly or partially arise or are facilitated by any error in or inaccuracy or incompleteness of the Customer's Data; (f) any used, old or refurbished goods that are not considered new at the moment of delivery; or (g) any defects known to the Customer or which the Customer ought to have known at the time of delivery or completion and failed to assert a warranty claim with fourteen (14) days of delivery or completion.
- 9.8 VulcanGT exclusive obligation under the warranties set out in this Article 9 is, at VulcanGT's sole discretion: (a) to repair the defective goods and services; (b) to supply replacement goods or services free of charge or at a reduced price; (c) to refund to the Customer the purchase price paid for the defective goods or services or a part thereof; or (d) to grant credit for the value of the goods or services found to be defective under this warranty. VulcanGT is not required or obligated to reimburse or make any allowance to the Customer for any labour charges incurred by the Customer for replacement or repair of any goods unless such charges are authorized in advance in writing signed by an authorized officer of VulcanGT.
- 9.9 To assert a warranty claim under this Article 9: (a) the Customer must provide VulcanGT with written notice of any defect, within ten (10) days after discovering the defect and within the applicable warranty period, indicating with reasonable detail the reason and nature of the warranty claim; (b) the Customer shall give VulcanGT reasonable access to the goods and the relevant records and data; and (c) VulcanGT inspection must reveal that the Customer's claim is valid under the terms of this warranty. Claims made after the warranty periods as set out above are not covered by this or any other warranty offered by VulcanGT. Failure by the Customer to avail itself of the warranty provided by complying with the provisions for making a claim herein shall release VulcanGT from any liability relating to warranty claims by the Customer.
- 9.10 THE WARRANTIES SET OUT IN THIS ARTICLE 9 ARE SUBJECT TO LIMITATIONS AS SET FORTH HEREIN. VULCANGT MAKES NO WARRANTY OTHER THAN THE WARRANTIES SET FORTH HEREIN. THE WARRANTY IS EXCLUSIVE AND CONSTITUTES VULCANGT'S SOLE LIABILITY AND THE CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY CLAIM HEREUNDER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER IMPLIED WARRANTY OF QUALITY, ALL OF WHICH VULCANGT HEREBY DISCLAIMS.

**Article 10: Payment**

- 10.1 Any and all prices quoted by VulcanGT are subject to adjustment on account of specifications, quantities, delivery, shipment, exportation, or other terms and conditions that are not part of the original price quotation or Offer or accepted Order.
- 10.2 All prices and charges quoted are in Canadian currency unless otherwise specified.
- 10.3 All prices quoted for the sale of goods and services are based on delivery ex works and are exclusive of all taxes, duties, fees, shipping and handling costs, tariffs, customs and other costs, unless expressly set out in the written quote, and any and all prices quoted may be subject to increase by the amount of any and all such taxes, duties, fees, shipping and handling costs, tariffs, customs and other costs which VulcanGT may be required to pay or collect upon the delivery of the goods and services and/or the completion of the sale. If the Customer is exempt from payment of any taxes, duties, fees or costs they must provide VulcanGT with sufficient evidence of same before the sale or delivery of goods or services.
- 10.4 VulcanGT specifically states that any and all quoted prices, unless set out in writing otherwise, do not include: (a) the costs of groundwork, pile-driving, cutting, breaking, foundation work, bricklaying, woodwork, plastering, painting, wallpapering, repairs or other construction work not specifically set out in the Offer or Order; (b) the costs associated with the usage of gas, water, or electricity, their connections and other infrastructure facilities that are not specifically set out in the Offer or Order; (c) the costs of preventing or mitigating damage to goods present at or near the job site; (d) the costs of removing or disposing of materials or refuse which is not specifically set out in the Offer or Order; or (e) traveling and accommodation expenses.
- 10.5 All payments shall be made at the place of business of VulcanGT or by remittance to an account designated by VulcanGT.
- 10.6 Unless otherwise agreed in writing, all sales of goods and services that are completed at VulcanGT place of business, shall be paid forthwith in cash or certified cheque delivered to VulcanGT. All other sales made in Canada shall be payable within thirty (30) days of the date of the invoice.
- 10.7 Unless otherwise agreed in writing, payment on export orders outside of Canada shall be made by irrevocable confirmed letter of credit payable in Canadian dollars against VulcanGT invoice and standard shipping documents. Such letter of credit shall be in amount equal to the full purchase price of the goods and services and shall be established in a bank acceptable to VulcanGT.
- 10.8 The full balance owing by the Customer to VulcanGT in connection with each sale of goods or services to the Customer will become fully due and payable prior to the payment date stipulated in the Offer or Order, if any of the following events of default occur: (a) failure to pay the full amount of any instalment payment when same becomes due and payable; (b) the Customer becomes bankrupt or insolvent or compounds its debts with its creditors or a receiver has been appointed for the Customer; (c) the property or accounts receivable of the Customer are seized; (d) the Customer commences any winding-up or dissolution or liquidation proceedings; or (e) the Customer dies or becomes incapacitated.
- 10.9 Any and all overdue balances owing to VulcanGT by the Customer will be subject to interest at a rate of 1.5% per month (18% per annum), to the extent permitted by law, and all partial payments received from the Customer shall be firstly applied to any accrued interest, and secondly applied to the principal balance owing.
- 10.10 The Customer will be responsible for and indemnify VulcanGT for all costs, legal fees, and other expenses incurred by VulcanGT in relation to collecting payment from the Customer of any overdue balance.
- 10.11 Unless otherwise agreed in writing, if deliveries are made in instalments, each instalment shall be separately invoiced and paid for when due without regard to other deliveries.
- 10.12 Any amounts owed by the Customer shall be paid without set-off for any amounts which the Customer may claim are owed by VulcanGT, regardless of any controversies, disputes or claims that may exist.

- 10.13 VulcanGT hereby reserves and the Customer hereby grants to VulcanGT a purchase money security interest (PMSI) in and to any and all products sold to the Customer and the proceeds thereof, in the amount of its purchase price and any applicable interest. Upon the request of VulcanGT, Customer shall execute and deliver any Article Nine of the Uniform Commercial Code and/or Personal Property Security Act (Ontario) and/or Repair and Storage Liens Act (Ontario) Financing Statements, or other instruments, whether under the laws of Ontario or any State and perform all acts which may be desirable for the perfection and continuation of VulcanGT's security interest hereby reserved and granted. In the event of default by the Customer of any of its obligations to VulcanGT, VulcanGT shall have the right, in addition to any other rights and remedies available to VulcanGT, to repossess the goods sold hereunder and without liability to the Customer. In such event, the Customer agrees to make the goods available to VulcanGT so that VulcanGT can repossess them without a breach of peace. Customer shall pay all costs and expenses incurred by VulcanGT in retaking, holding, preparing for sale, and selling the goods, including legal fees, disbursements and court costs on a full indemnity basis.
- 10.14 The Customer hereby agrees not to mortgage, charge or otherwise encumber the goods sold by VulcanGT until VulcanGT has received full payment of the balance owing for the goods.
- 10.15 The Customer understands and acknowledges that VulcanGT may not have an adequate remedy at law for the breach or threatened breach of these terms and VulcanGT may in addition to any other remedies which may be available hereunder, file a suit in equity to specifically enforce the terms and provisions hereof by obtaining the issuance of an ex-parte restraining order to enjoin and prohibit the Customer from transferring and/or altering, destroying or impairing the goods. Additionally, VulcanGT may obtain whatever other and additional equitable relief as is appropriate to compel the Customer to permit VulcanGT to physically reclaim, repossess and retake the Goods.

**Article 11: Export**

- 11.1 The goods or services provided by VulcanGT may be subject to export and import controls and regulations of Canada, the country of manufacture, or the country of shipment, and, as such, acceptance of an Offer or Order and delivery of goods and services is conditional upon the compliance with applicable export or import controls. VulcanGT will have no obligation to sell or deliver any goods or services until all required export or import controls and requirements are complied with.
- 11.2 No goods sold by VulcanGT may be exported or re-exported unless such export or re-export complies fully with all applicable export controls and lien restrictions.

**Article 12: General**

- 12.1 The failure of VulcanGT to enforce at any time any of the provisions of these terms and conditions, or to exercise any right, election or option provided herein, shall not be a waiver, and shall in no way be construed as a waiver, of such rights, election or option, nor shall failure in any way be construed to affect the validity of these terms and conditions or any part thereof, or the right of VulcanGT thereafter to enforce each and every such provision
- 12.2 These terms and conditions, any Offer, any accepted Order and the documents and services contemplated by or delivered under or in connection therewith, shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of such province and all courts competent to hear appeals there from.
- 12.3 The headings contained herein are for convenience of reference only and shall in no way define or limit the provisions thereof.
- 12.4 If any term or condition of these terms and conditions is held void or unenforceable, it shall be severed, and every other provision shall be enforced as if the void or unenforceable term or condition had never been a part thereof.
- 12.5 In the event of a conflict between these terms and conditions and the provisions in any Offer or accepted Order, the provisions of these terms and conditions shall govern unless a contrary intention is evident.
- 12.6 It is agreed and understood that unless the context of these terms and conditions requires otherwise, words importing the singular number shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
- 12.7 The Offer or accepted Order, as the case may be, together with these terms and conditions shall enure to the benefit of and shall be binding on and enforceable by and against the parties and their respective heirs, executors, administrators, successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 12.8 The Customer represents and warrants: (a) that it has read and understood these terms and conditions and (b) that these terms and conditions are fair and reasonable to the Customer.

**Article 13: Choice of Law and Exclusive Jurisdiction Forum for Disputes**

- 12.8 The Customer and VulcanGT agree that the law of the Province of Ontario shall apply to the Offer or Order together and these terms and conditions in bringing or defending any civil action or proceeding. The parties hereto specifically agree to bring or defend any civil action or proceeding to the Superior Court of Justice or its successor entity at Windsor, Ontario, Canada, even if Windsor, Ontario is not the location of residence of the Customer. The Customer hereby acknowledges and understands that VulcanGT would have not entered into any agreement or provided an Offer or accepted an Order for goods or services as requested by the Customer without the Customer's agreement to have the Superior Court of Justice at Windsor Ontario determine any civil action or dispute which may arise between VulcanGT and the Customer. The parties hereby agree to abide by this clause in any civil dispute between them and agree to not bring any motion or request to have any civil proceeding transferred to another jurisdiction in the face of this exclusive jurisdiction and forum clause.