1. Definitions

**Business Days** means a day (other than a Saturday, Sunday or public holiday) when banks in the Province of Ontario are open for business.

**Buyer** means a customer of the Seller.

**Contract** means these Conditions for the sale of goods or the supply of services or both.

**Contract** means a binding contract for the sale of goods or the supply of services or both made by the Seller and the Buyer.

**Economic Call-out** means the call-out service for emergency breakdowns of the Buyer’s plant or equipment provided by the Seller to the Buyer in accordance with these Conditions in connection with a Contract for the performance of the Services.

**Force Majeure** means any event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any of its suppliers or sub-contractors), strikes or lock-outs by the Buyer, fire, explosion, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, flood, fire, storm, default of suppliers or sub-contractors.

**Goods** means the goods agreed to be sold by the Seller to the Buyer as detailed in the Order Acknowledgement.

**Intellectual Property Rights** means all copyright, database rights, semi-conductor topography rights, design rights, registered designs, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world.

**Losses** means:
- any indirect, special or consequential loss or damage; or
- loss of data or other equipment or property; or
- loss of profit, lost sales, goodwill, opportunity, reputation or any other economic loss.

Any reference to a Condition is to a Condition of these Conditions unless the context requires otherwise.

2. Interpretation of Contracts

(a) The Uniform Law, The Uniform Commercial Code of the United Nations Convention on Contracts for the International Sale of Goods and the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce shall govern the Conditions. All Contracts shall be deemed to incorporate these Conditions. The heading used herein are for convenience only and shall not affect construction.

(b) All Contracts shall be deemed to incorporate these Conditions.

(c) The Buyer shall ensure that the description of the goods or services (or both) ordered which is given in each Purchase Order is accurate and complete. All Contracts shall be deemed to incorporate these Conditions.

(d) The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller that is not set out in the Contract.

(e) The Seller warrants that on delivery, and for a period of 12 months from the date of delivery such Goods, the Seller shall come into existence unless and until the Seller dispatches an Order Acknowledgement.

3. Formation of Contracts and Application of Terms and Conditions

(a) Any variation to these Conditions shall not have effect unless expressly agreed in writing and signed by an authorized agent of the Seller.

(b) Any order issued by the Seller is valid for a period of 90 Business Days only after the date of its issuance and contains all the terms and conditions included in the Seller’s most recent purchase order standard form, if applicable, or by submitting its own purchase order form (in either case, such form is the “Purchase Order”). Each Purchase Order shall be deemed to be an offer by the Buyer to buy the goods or services (or both) by completing the Seller’s purchase order standard form, if applicable, or by submitting its own purchase order form (in either case, such form is the “Purchase Order”) and the Buyer shall be deemed to accept the conditions set out in the Seller’s quotation.

(c) The Contract, which incorporates these Conditions and any additional conditions confirmed in the Order Acknowledgement, shall constitute the entire agreement between the Seller and the Buyer.

(d) Any order issued by the Seller shall be confirmed in writing and signed by an authorized agent of the Seller.

(e) Any Buyer initiated change to any Purchase Order will result in a review of same by the Seller. Any changes to the price of any of the goods or services (or both) offered for sale or supply, any existing quotation in respect of those goods or services (or both) shall be deemed to be automatically withdrawn or modified by the Seller.

(f) All performance figures, descriptions or all other information set out in the Specification for Goods, drawings and samples of Goods are approximate only to be intended serving merely as a guide. The Seller shall not be liable for their accuracy and they shall not form part of the Contract. No Contract shall be a contract by sample.

3. Sale of Goods

(a) The Goods are described in the Specification for Goods. The Seller shall comply with the Specification for Goods and shall be responsible for any Goods which do not conform to this Specification.

(b) All performance figures, descriptions or any other information set out in the Specification for Goods, drawings and samples of Goods are approximate only to be intended serving merely as a guide. The Seller shall not be liable for their accuracy and they shall not form part of the Contract. No Contract shall be a contract by sample.

(c) The Seller may alter the Specification for Goods.

4. Price

(a) Any Buyer initiated change to any Purchase Order will result in a review of same by the Seller. Any changes to the price of any of the goods or services (or both) offered for sale or supply, any existing quotation in respect of those goods or services (or both) shall be deemed to be automatically withdrawn or modified by the Seller.

(b) The Buyer will be charged for all additional documentation requests over and above the purchase order standard form, if applicable, or by submitting its own purchase order form (in either case, such form is the “Purchase Order”).

(c) Where the Goods are to be delivered at a location other than the Seller’s premises, the Buyer shall be responsible for all Losses incurred by the Seller where the Buyer fails to accept delivery of the Goods.

(d) If the Buyer initiates a change to any Purchase Order will result in a review of same by the Seller. Any changes to the price of any of the goods or services (or both) offered for sale or supply, any existing quotation in respect of those goods or services (or both) shall be deemed to be automatically withdrawn or modified by the Buyer.

(e) The Seller shall not be liable for any Losses (as defined), caused directly or indirectly by any Delay in delivering the Goods even if caused by the Buyer’s negligence.

(f) The Seller will charge the Buyer the full cost of such packaging.

(g) The goods shall pass to the Buyer on completion of delivery of the Goods.

(h) The Buyer offers an opportunity to the Seller to inspect the Goods.

(i) The Seller shall not be deemed accepted by the Buyer.

(j) Any Liability of the Seller for Non-Delivery of the Goods shall be limited to informing the Buyer about the Goods and allowing the Buyer to inspect the Goods at the Pro Rata Rata Contract Rate against Any Invoice Raised for Such Goods.

(k) The Seller shall deliver the Goods by instants, by separate instalments if so determined by the Seller and in accordance with the confirmed Order Acknowledgement.

(l) The Seller shall be liable to the Buyer for all Losses incurred by the Seller where the Buyer fails to accept delivery of the Goods.

(m) All shipments are F.O.B. 383 Applewood Cres., in Concord, Ontario, Canada, L4K 4J3.

5. Title

(a) The title to the Goods supplied shall not pass to the Buyer until receivable by the Seller of payment in full, in cleared funds (including payment of any default interest for:
- the Goods; and
- any other goods or services that the Seller has supplied to the Buyer in respect of which payment is due.

(b) Until the title in the Goods passes to the Buyer the Seller shall:
- be a bailee of the Goods;
- store the Goods separately from all other goods held by the Seller but so that the Goods remain identifiable to the Buyer in respect of a Contract; or
- maintain the Goods in satisfactory condition;
- not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- not resell, sublet or charge or encumber the Goods or any interest in the Goods or purport to do so;
- comply with all other obligations under these Conditions relating to the Goods.

(c) The Seller must:
- examine the Goods on delivery;
- report to the Buyer in writing of any shortage or damage within four (4) Business Days after the date of delivery and in respect of non-delivery within ten (10) Business Days after the Goods would in the ordinary course of events have been received; and
- in the case of shortage or damage that the Seller has reasonable belief that it is necessary to inspect the Goods, the Seller shall use reasonable efforts to do so.

(d) The Seller shall not be liable for any Losses incurred by the Seller where the Buyer fails to accept delivery of the Goods.

(e) If ten (10) Business Days after the Seller giving notice the Buyer that the Goods were ready, the Buyer has not accepted delivery of the Goods, the Seller may resell or otherwise dispose of part or all of the Goods.

6. Dispatch and Delivery

(a) For the purposes of this Condition 6, the “Goods” means the Goods in their entirety where delivery is not by instalments, or where delivery is by instalments, each instalment of the Goods is a separate Contract. If the Seller fails to deliver any instalment of the Goods by the due date of delivery of such instalment, or fails to deliver any instalment of the Goods which is part of an instalment of the Goods which is due on a date after the due date of delivery of the earlier instalments of the Goods which is due on a date after the due date of delivery of the earlier instalments, the Seller shall be liable for all Losses incurred by the Buyer where the Buyer fails to accept delivery of the Goods.

(b) The Seller may increase the price of the Goods by giving notice in writing to the Buyer at any time before delivery of the Goods.

(c) The Seller may enable the Buyer to change the price of any of the goods or services (or both) offered for sale or supply, any existing quotation in respect of those goods or services (or both) by giving notice in writing to the Buyer.

(d) Any request by a Buyer to change the delivery date(s), quantities or types of Goods ordered, or change the description of Goods, shall be in writing and confirmed in the Order Acknowledgment.

(e) Any delay caused by any instructions of the Buyer in respect of the Goods or failure by the Buyer to give the Seller adequate or accurate information or instructions in respect of the Goods, shall be a reasonable cause for delay for the purposes of this Condition 6.

(f) Any cancellation of a Goods order, in whole or in part, after delivery of the Goods or after the Buyer has been charged for the Goods, shall be at the Seller’s discretion and shall result in a credit note to the Buyer for the full value of the Goods delivered.

7. Warranty

(a) Subject to Condition 8(b), the Seller warrants that the Goods will, for a period of 12 months from the date of delivery of the Goods, be free from defects in material or workmanship.

(b) In respect of Goods which are packaged electrically or electronically controlled or actuated Goods, the Seller warrants that on delivery, and for a period of 12 months from the date of delivery such Goods shall:
- conform with the Specification for Goods; and
- conform with the Seller’s warranty for each category of material or workmanship.

(c) Subject to the remainder of this Condition 8, the Seller warrants that if the Buyer returns the Goods to the Seller for investigation within the relevant warranty period for such Goods (as set out in either Condition 8(a) or 8(b)) and on the Seller’s examination such Goods prove defective as to material or workmanship or as to compliance with the relevant specification, then the Seller shall:
- give notice to the Buyer that such Goods prove defective as to material or workmanship or as to compliance with the relevant Specification; and
- within a reasonable time, replace the said Goods in accordance with the Seller’s request for investigation.
Unless otherwise specified in the Order Acknowledgment, the agreement for the supply of the Services shall be for a period of one (1) year from the date the Seller issues an Order Acknowledgement to the Buyer in accordance with Condition 3 (d) (the "Term for Services").

The above warranties shall apply except where the defect in the Goods:

(a) is due to the negligence or wilful default of the Seller; or
(b) is due to any defect in the Goods which has been caused by fair wear and tear, normal use or by any abnormal conditions such as (without limitation) water damage, corrosive attack or excessive dirt in the environment; or
(c) is due to any defect in the Goods which is necessarily incidental to the transit of the Goods; or
(d) has been caused to the Goods at the request of the Buyer in accordance with Condition 2

The Buyer shall undertake not to:

(a) receive or accept the Goods unless the Goods are at the Buyer's risk and of the Goods the Seller or unless otherwise agreed between the parties.

The Buyer warrants to the Seller that the Buyer's plant and equipment is supplied with water at a pressure and not set out in the Contract but which are related to the Contract, the terms of such Contract will be

(1) the Buyer shall not remove the Goods in accordance with the appropriate daily rate specified in the Order Acknowledgment. Each Emergency Call-out will be

(4) the Seller reserves the right, at the Seller's discretion, to employ subcontractors to perform all or any of the Services (including, without limitation, to commission, install, maintain or repair any parts or equipment) on behalf of the Seller. If the Buyer shall fail to pay any part of the Contract price in accordance with Condition 11(b) the Buyer shall reimburse the Seller on demand for all Losses incurred by the Seller arising directly or indirectly from the Buyer Default and (ii) the Seller shall be entitled to immediate cash payment on presentation to such Canadian bank of the documents set out within Condition 11(a).

The Buyer undertakes to:

(a) pay to the Seller the Order Acknowledgment fee for the supply of the Services.

(2) The Seller reserves the right to inspect or test the Buyer's plant or equipment or any part thereof which is unserviceable or insensitive as the Seller considers reasonable in order to provide any written notice to the Buyer that the Buyer’s cost of the plant or equipment or any part thereof which is unserviceable or insensitive as the Seller considers reasonable in order to

The Buyer shall undertake to:

(a) accept delivery of the Goods in accordance with the Order Acknowledgment;
(b) give the Buyer notice in writing of the effective seat area or (iii) the Buyer has not completed the test within the time frame set out in the Order Acknowledgment.

The Buyer, having been adjusted, changed or altered in any way by the Buyer or any third party since the Fixed Equipment Testing date shall comply, immediately, with any request from the Seller in connection with the effective seat area, supplied by the Buyer for effective seat area testing, and, prior to the date of the first Service Call. Where the Goods are to be delivered or performed for export from Canada, the Seller shall not be entitled to terminate or rescind the Contract unless the Buyer Default again occurs.

The Buyer acknowledges and agrees that the Seller shall at no time own, occupy or control (or be responsible for) any plant or equipment other than in accordance with the Seller's instructions in writing. The Buyer shall at all times co-operate with the Seller in all matters relating to the Services, and shall provide the Buyer with such assistance as is reasonably necessary for the proper performance of the Services.

The Seller reserves the right to inspect or test the Buyer's plant or equipment. The Buyer shall give the Seller notice in writing of any fact or circumstances relating to the Goods or services which may be in the reasonable opinion of the Seller, cannot be suitably or economically repaired on or before the date upon which the Services are due to start. The Buyer shall be responsible for all taxes, duties, fees or other charges levied by the Buyer or any third party required before the date upon which the Services are due to start. The Buyer shall be responsible for providing appropriate daily rate in the Order Acknowledgment for the supply of the Services.

The Buyer shall at all times co-operate with the Seller in all matters relating to the Services, and shall provide the Buyer with such assistance as is reasonably necessary for the proper performance of the Services.

The Buyer undertakes to:

(a) give the Buyer notice in writing of any fact or circumstances relating to the Goods or services which may be in the reasonable opinion of the Seller, cannot be suitably or economically repaired on or before the date upon which the Services are due to start.

The Fixed Equipment Testing shall not be conducted unless the Buyer has given the Buyer a formal written request to undertake the test and the Buyer shall inform the Seller of the area or area to be inspected, the material to be removed, and the date on which the test is to be undertaken.

The Seller reserves the right to inspect or test the Buyer's plant or equipment. The Buyer shall give the Seller notice in writing of any fact or circumstances relating to the Goods or services which may be in the reasonable opinion of the Seller, cannot be suitably or economically repaired on or before the date upon which the Services are due to start.

(a) the Goods are at the Buyer's risk by:

(i) the Good is faulty or defective by the Seller's or its employees, agents, consultants or subcontractors;
(ii) the Good is damaged in transit and be received by the Buyer in a suitable condition within twenty (22) Business Days of delivery to the Buyer. The term “Goods” within this Condition 9(b) has the meaning set out within Condition 4. The Seller shall at all times co-operate with the Buyer in all matters relating to the Services, and shall provide the Buyer with such assistance as is reasonably necessary for the proper performance of the Services.

The Buyer undertakes to:

(a) pay to the Seller the Order Acknowledgment fee for the supply of the Services.

(b) The Buyer shall undertake not to:

(a) return the Goods (or part thereof) except with the Seller’s prior consent in writing. Where such consent is given, the Buyer agrees to pay to the Seller a minimum handling charge of thirty per cent (30%) of the invoiced value.

(d) As excepted as provided in this Condition 8, the Buyer shall have no liability to the Buyer in respect of the Goods until the Goods have been accepted in full by the Buyer or the Goods have been delivered to the Buyers premises or the date of the immediately preceding visit by the Buyer’s employee or sub-contractor.

The Seller warrants that in providing the Services it will exercise reasonable care and attention and that it will comply with all applicable laws and regulations. However the Seller excludes liability for all Losses arising directly or indirectly out of any failure or diminution in performance of the Buyer’s plant or equipment caused by the Buyer or any part thereof which is caused directly or indirectly by a breach by the Buyer of the terms of this Agreement.

With regard to the testing of safety and relief valves as part of the Services, the effective seat area may be determined to carry out a test or, where the Goods are to be employed on behalf of the Buyer.

In addition, the Buyer may change the Buyer for the reconditioning of any part of the Buyer’s plant or equipment, or in the event of any notice of the Seller, cannot be suitably or economically repaired on or before the date upon which the Services are due to start.

The Buyer will provide the Buyer with an estimate of reconditioning charges for each item and if the Buyer does not agree with such estimate the Buyer's and the Seller's respective rights to amend the scope of the Services as its absolute discretion it considers necessary.

All warranty returns are F.O.B. 383 Applewood Cres., in Concord, Ontario, Canada, L4K 4J3.

Access to Buyer’s Site(s)

(a) The Buyer will co-operate with the Seller in all matters relating to the Services, and shall provide the Seller with such information as the Seller may reasonably require in order to perform the Services. The Buyer shall ensure that such information is accurate in all material respects.

(b) The Buyer shall obtain and maintain any necessary licences, permissions and certifications, and shall pay for all government charges (including, without limitation, any applicable tax or duty payable) to the Seller and shall be valid for six months. The Seller shall be entitled to immediate cash payment on presentation to such Canadian bank of the documents set out in the letter of credit.

(c) The Buyer shall undertake not to:

(i) return the Goods to any country where the Buyer knows the export of the Goods is prohibited by the Government of the US, the UK Government, the UN, the EU or any other relevant organisation; or
(ii) offer to sell the Goods to any country where the Buyer knows or suspects will subsequently resell the Goods into a country where export of the Goods is prohibited by the Government of the Canadian Government, the Government of Singapore, the EC, the EEC, the EU or any other relevant organisation.

(d) The Buyer will indemnify the Seller for all liabilities, loss, damages, costs and expenses incurred against or by the Buyer arising out of or in connection with any breach of the Buyer’s obligations contained in Condition 11(a).

(e) The Buyer agrees to provide the Seller with any information the Seller reasonably requires concerning the disruption and use of the Services to allow the Seller to comply in full with any relevant export legislation.

Supply of Services

12. Period of Supply

(a) Unless otherwise specified in the Order Acknowledgment, the agreement for the supply of the Services shall be for a period of one (1) year from the date the Seller issues the Buyer an Order Acknowledgement to the Buyer in accordance with Condition 3 (d) (the "Term for Services").

(b) The Seller reserves the right to modify the duration of the Services at any time during the Term for Services. The Buyer will give the Buyer notice in writing of any such increase not later than eight (8) weeks before the proposed date of the increase. If such increase is not acceptable to the Buyer, it shall notify the Seller in writing within two (2) weeks of the Seller's notice and the Seller shall have the right, without limiting its other rights or remedies, to terminate the Contract by giving four (4) weeks' notice in writing to the Buyer.

13. Performance of Services

(a) The Seller agrees to provide the Services in accordance with the Specification for Services in all material respects, and shall ensure that the Services are performed safely and in accordance with all applicable laws, rules, regulations, and environmental rules (excluding hard hat, safety glasses, overalls and protective shoes which will be provided by the Seller).

(b) If the Seller agrees to supply spare or replacement parts or consumables, such supply will be carried out at the Seller's discretion, or at the Seller's discretion as set out in the Contract, or at the Seller’s discretion as set out in the relevant specification for the Goods supplied.

(c) All warranty periods are for a period of one (1) year from the date the Seller issues an Order Acknowledgement to the Buyer in accordance with Condition 3 (d) (the "Term for Services").

(d) The above warranties shall apply except where the defect in the Goods:

(i) has been caused to the Goods at the request of the Buyer in accordance with Condition 2.

(e) Any delay in the performance of the Services shall not entitle the Buyer to terminate or rescind the Contract unless such delay exceeds one hundred and eighty (180) days.
(d) The Seller may in its absolute discretion agree in writing to the Buyer paying for the Goods in instalments which may aggregate to the value of the Contract. The Buyer may agree to credit to the Buyer in respect of the payment for the Goods, in the event that the Seller agrees to pay instalments or extends credit in respect of the payment by the Buyer for the Goods, the Seller shall invoice the Buyer monthly for agreed instalments of the total value of the Contract. The Buyer shall pay each instalment (with immediate effect) the Buyer’s right to credit or to pay for the Goods by instalments.

(iii) within the earlier of thirty (30) days (Net 30 days) of the date of the invoice or such other period included in the terms of trade of the Seller, unless the Buyer has been notified in writing by the Seller in advance of a different payment due date.

(ii) in Canadian Dollars (or such other currency as the Seller may from time to time agree in writing) to a bank account nominated in writing by the Seller;

(iii) subject to and without limiting Condition 19(b) or any other Condition, the Buyer shall not be entitled to Interest (at the rate of two percent (2.00%) per month; and

(iv) all invoices that exceed Fifty Thousand ($50,000.00) Dollars (CAD) and/or are for custom designed products shall be subject to the following progressive billing payment terms:

(a) Fifteen (15%) of the total invoice upon receipt of the Order;

(b) Thirty Five (35%) of the invoice by the end of the first month following the date of the Order;

(c) Fifty (50%) upon confirmation of readiness to ship or delivery (as agreed in writing). Time is of the essence in respect of all payments.

17. Intellectual Property

(a) The Seller acknowledges that:

(i) in the event of any claim, proceeding or suit by a third party against the Buyer alleging an infringement of such party’s rights by any of the Intellectual Property Rights in the Goods or the Goods Materials (or both) the Buyer may be required to assist the Seller in taking or resisting any proceedings in relation to any infringement or in connection with any contract for the supply of Goods and/or Services (or that part of a Contract which relates to Goods and/or Services), whether in contract, tort (including NEGLIGENCE), breach of STATUTORY DUTY, OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE VALUE OF THE CONTRACT WITH RESPECT TO GOODS AND/OR SERVICES (OR BOTH) AND THE BUYER SHALL ACCEPT RISK OR INSURE ACCORDINGLY (OR BOTH).

(b) The Seller shall have no responsibility for any losses incurred by the Buyer in the event that any information in any quotation or Order Acknowledgement is applied in connection with products other than the Goods and Services.

(c) SUBJECT TO AND WITHOUT LIMITING CONDITION 19(B) OR ANY OTHER CONDITION, THE SELLER HEREUNDER MAY LIMIT ITS LIABILITY FOR INFRINGEMENT OUT OF OR IN CONNECTION WITH ANY CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES (OR THAT PART OF A CONTRACT WHICH RELATES TO GOODS AND/OR SERVICES), WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE VALUE OF THE CONTRACT WITH RESPECT TO GOODS AND/OR SERVICES (OR BOTH) AND THE BUYER SHALL ACCEPT RISK OR INSURE ACCORDINGLY (OR BOTH).

(c) SUBJECT TO AND WITHOUT LIMITING CONDITION 19(B) OR ANY OTHER CONDITION, THE SELLER OR THE THIRD PARTY MANUFACTURERS OF THE GOODS (AS APPLICABLE) IS NOT LIABLE TO THE BUYER AGAINST ANY CLAIM OR PROCEEDING WHICH INCLUDES ANY CLAIM REFERRED TO IN CONDITION 17 (E), AND THE BUYER SHALL NOT MAKE ANY ADMISSIONS OR STATEMENTS IN RESPECT OF ANY SUCH CLAIM OR PROCEEDING WHICH ARE INCONSISTENT WITH THE DEFENCE OF THE CLAIM.

(d) The Buyer may, in its absolute discretion and without liability to the Buyer, suspend performance of any of its obligations under the Contract and/or any right or obligation (or both) thereunder in whole or in part by a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer other than for the sole purpose of a scheme for a solvent amalgamation.

(e) A person becomes entitled to appoint an administrator or receiver if the Buyer has become entitled to appoint an administrator or receiver.

(f) the Buyer agrees to a cancellation of a Contract in respect of the supply of Goods or Services (or both) which has been ordered to comply with the Buyer’s special requirements, the Buyer may, without prejudice to any other rights against the Buyer which it may have, require the Buyer to pay for the Goods.

(g) In the event that the Seller agrees to payment by instalments or extends credit in respect of the price of the Goods, the Seller shall invoice the Buyer monthly for agreed instalments of the total value of the Contract.

(h) The Buyer may, in its absolute discretion and without liability to the Buyer, suspend performance of any of its obligations under the Contract and/or any right or obligation (or both) thereunder in whole or in part by a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer other than for the sole purpose of a scheme for a solvent amalgamation.

(i) A person becomes entitled to appoint an administrator or receiver if the Buyer has become entitled to appoint an administrator or receiver.

(j) no payment shall be deemed to have been received until the Seller has received cleared funds.

(k) The Buyer shall pay any amount the Seller may require to be paid in respect of the price of the Goods or the Goods Materials (or both) whether in Canadian Dollars (or such other currency as the Seller may from time to time agree in writing) to a bank account nominated in writing by the Seller;

(l) subject to and without limiting any of the other Conditions, if the Buyer breaches the Contract and the Seller terminates the Contract, the Seller may, in its absolute discretion and without prejudice to its other rights under these Conditions or otherwise, by a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer other than for the sole purpose of a scheme for a solvent amalgamation.

(m) in the event of any claim, proceeding or suit by a third party against the Buyer alleging an infringement of such party’s rights by any of the Intellectual Property Rights in the Goods or the Goods Materials (or both) which have been ordered to comply with the Buyer’s special requirements, the Buyer may, without prejudice to any other rights against the Buyer which it may have, require the Buyer to pay for the Goods.

(n) No payment shall be deemed to have been received until the Seller has received cleared funds.

(o) the Buyer agrees to pay for the Goods the value of the Goods (with immediate effect) the Buyer’s right to credit or to pay for the Goods by instalments.

(p) the Buyer shall promptly notify the Buyer of the Buyer cancelling any or all of the Contract, the Seller may, without prejudice to any other rights against the Buyer which it may have, require the Buyer to pay for the Goods.

(q) In the event of any claim, proceeding or suit by a third party against the Buyer alleging an infringement of such party’s rights by any of the Intellectual Property Rights in the Goods or the Goods Materials (or both) which have been ordered to comply with the Buyer’s special requirements, the Buyer may, without prejudice to any other rights against the Buyer which it may have, require the Buyer to pay for the Goods.
person, firm or company.

(e) A waiver by the Seller of any right under the Contract or law will only be effective if it is in writing. Any failure or delay by the Seller in exercising, or any partial exercise by the Seller, of any right or remedy under the Contract or by law shall not constitute as a waiver of that or any other right or remedy. No single exercise by the Seller shall prevent the further exercise of that or any other right or remedy.

(f) Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall no way affect the other terms of the Contract.

(g) No term of the Contract shall be enforceable by any person that is not a party to it.

(h) This Condition 23 shall survive termination or cancellation of the Contract.

24. Notices

(a) Any notice to be given by the Buyer under these Conditions or any relevant Contract to the Seller shall be in writing and given by prepaid first class post or hand-delivered to SPIRAX SARCO CANADA LIMITED or to such other address or for the attention of such person as the Seller may notify to the Buyer.

(b) Any notice to be given by the Seller under these Conditions or any relevant Contract to the Buyer shall be in writing and given by prepaid first class post or hand-delivered to any address from which the Seller has received communications from the Buyer in connection with these Conditions or the Contract.

(c) Notices shall be deemed to have been received:
   (i) if sent by prepaid first class post, two (2) Business Days after posting (exclusive of the day of posting); or
   (ii) if delivered by hand, on the day of delivery.