



## CONDITIONS OF SALE

1. Prices quoted are current, prices prevailing at time of shipment will apply. Material in stock is offered subject to prior sale. All Sales Contracts arising out of this quotation shall be subject to our regular conditions shown on this side.
2. All deliveries quoted are based on availability of material and labour at the time of quotation and subject to changes. Deliveries are contingent upon strikes, accidents, fires and other causes and we shall not be liable for any loss or damage caused by delays beyond the control of the company.
3. Goods invoiced up to and including the last day of the calendar month, shall be paid for not later than the last business day of the following month. The Company reserves the right to charge interest at commercial rates on any overdue account.
4. Any order accepted by us cannot be countermanded, revised or cancelled without our written consent and upon such terms as will indemnify us against any loss. The word "loss" as used herein shall include, but not be limited to, cost of materials, special machinery, tools, jigs and fixtures built or purchased for the contract and all parts in process, fabricated in whole or in part by previous customer authorization.
5. No contract arising from the acceptance of this quotation shall be valid and binding until approved by the company, such contract shall be governed by and interpreted in accordance with the laws of the Province of Quebec.
6. All memoranda, drawings and information furnished by the company shall remain its property and shall be considered business or trade secrets received in trust and confidence for the sole purpose of assisting the buyer.
7. Orders to customer's drawings or descriptions are filled with the understanding that the customer assumes the obligation to protect M.K. Plastics Corp. from any action for infringements of patents.
8. No modification of the above conditions of Sale shall be effected by our receipt or acknowledgment of a purchase order containing additional or different conditions.

## LIMITATION OF WARRANTY AND LIABILITY

We will not be responsible for damage to equipment or materials through improper installation, storage, improper servicing, or through attempts to operate it in excess of its rated capacity or recommended use, intentional or otherwise. We will not be responsible for consequential damage.

Based on the fact that M.K. Plastics Corp. has no direct control over the actual handling and use of its products in the field, M.K. Plastics Corp. does not assume any liability for any loss to the customer or any personnel or any physical damages that are claimed by anyone due to a failure or cause attributed to the use of its products. In no event shall M.K. Plastics Corp. be responsible for consequential damages of any such defective material or workmanship, including but not limited to the buyer's loss of material or profit, increase expense of operation, downtime or reconstruction of the work and in no event shall M.K. Plastics Corp.'s obligation under this warranty exceed the original contract price of the defective item.

M.K. Plastics Corp. warrants its equipment, products and parts, to be free from defects in workmanship and material under normal use and service for one (1) year after delivery to the first user. Our obligation under this warranty being limited to repairing or replacing, at our option, without cost at our factory any part, or parts which shall, within such warranty period, be returned to us with transportation charges prepaid, and which our examination shall disclose to our satisfaction to have been defective.

M.K. Plastics Corp. will not be responsible for the cost of removal of a defective product or parts or the installation of a replaced product or parts, or for costs due for its removal, crating or shipping.

On account of variables including but not limited to, vibration, system noise characteristics, motor overloading or change in voltage condition, the specifics of customer application of equipment or other system conditions, M.K. Plastics does not expressly warrant its equipment for any specific purpose.

The customer and its agents are responsible for the selection and application of M.K. Plastics products, including their fitness for the purpose and performance intended. Consequently, the customer on behalf of its agents assumes all liability related to the use/misuse, application and selection of the M.K. Plastics Products.