

Standard Terms and Conditions for the Sale of Goods and/or Services

- 1. PURPOSE OF AGREEMENT.** These Standard Terms and Conditions for the Sale of Goods and/or Services (“Standard Terms”) shall exclusively govern the sale and purchase of all goods (“Goods”) and/or the performance of all services (“Services”) by Access Installs (“Seller”) and the entity or its affiliated entities purchasing from Seller (each such entity may be referred to individually or collectively herein as “Buyer”).
- 2. APPLICABILITY.** Each sale of Goods and/or performance of Services is a separate and independent transaction. Details regarding the Goods and/or Services are provided in Seller’s order confirmation and/or supplemental agreements entered into by the parties, including any exhibits or attachments thereto (collectively, “Transaction Documents”). The Transaction Documents applicable to each such transaction as well as these Standard Terms are hereinafter collectively referred to as the “Agreement”. Any term or condition or standard of performance different from or in addition to the Agreement, whether set forth on Buyer’s purchase order (a “Purchase Order”) or otherwise proposed by Buyer, shall be deemed material, and is hereby objected to and rejected by Seller in all respects, and Seller’s acceptance of any Purchase Order from Buyer is expressly limited to Buyer’s acceptance of these Standard Terms. In the event of any conflict between these Standard Terms and any Transaction Documents, these Standard Terms prevail unless the parties expressly provide otherwise in a Transaction Document, in which case such terms in the Transaction Document will amend these Standard Terms only for the specific transaction to which they apply.
- 3. ACCEPTANCE.** Buyer accepts the terms in Transaction Documents: (i) by signing them by hand or electronically, or (ii) unless otherwise required by law, by submitting a Purchase Order to Seller, accepting, using (or allowing others to use), or making any payment for Goods and/or Services. Any Goods and Services become subject to these Standard Terms when Seller accepts a Purchase Order by sending Buyer a Transaction Document, or shipping the Goods or providing Services to Buyer.
- 4. PRICE AND OTHER CHARGES.** Prices and charges for Seller’s Goods and/or Services shall be invoiced at Seller’s current prices and charges (including those listed in Seller’s Service Guidelines) in effect at the time of shipment unless otherwise provided in a Transaction Document. In the event of any Change in Law or any material adverse change, event or effect, including any significant change in economic and competitive conditions, or dislocations in materials supply markets that, individually or in aggregate, modifies Seller’s contractual obligations pertaining to Goods and/or Services, or directly or indirectly affects Seller’s production or sale of Goods, and/or performance of Services,

Seller reserves the right to adjust prices and charges for such Goods and/or Services in any Transaction Document.

- 5. TAXES.** Unless otherwise required by law, Buyer shall pay to Seller any and all Taxes (other than taxes on or measured by Seller's net income), which Seller may be required to pay to, or collect for, any government authority, whether municipal, provincial or federal, in connection with the sale, transportation, delivery or use of the Goods sold and delivered and/or upon performance of the Services by Seller. "Taxes" includes all present or future taxes, excises, fees, and duties, including tariffs, border adjustment taxes, import taxes, antidumping duties, countervailing duties and other similar charges, and any interest, fines and penalties with respect thereto, imposed, levied, collected, withheld or assessed by any governmental authority.
- 6. CANCELLATION.** Buyer's wrongful nonacceptance of Goods, or cancellation or repudiation of any Purchase Order to purchase Goods or Services shall entitle Seller to recover, in addition to any incidental damages caused by Buyer's wrongful nonacceptance, cancellation or repudiation, either (a) in the case of Goods, the risk of loss of which has passed to Buyer at the time of nonacceptance, cancellation or repudiation, or Goods, which cannot reasonably be resold by Seller to a third party, or Services which have already been performed, the price of such Goods or Services, or (b) in the case of Goods for which other buyers exist or Services not yet performed, or where an action for the price is not otherwise permitted by law, damages equal to the profit (including reasonable overhead) which Seller would have realized had Buyer fully performed or, at Seller's option, twenty percent (20%) of the contract price as liquidated damages, plus, in the case of special orders, Seller's expenses, if any, incurred prior to receipt by Seller of notice of cancellation by Buyer, in connection with providing special Services, developing special tooling, purchasing special supplies and the like. In each situation set out in (i) and (ii) above, Seller shall also be entitled to recover any applicable costs of collection, the lesser of eighteen percent (18%) interest per annum or the maximum interest rate permitted by law, and Seller's reasonable attorney's fees ("Costs") incurred as a result of Buyer's wrongful nonacceptance.
- 7. DISCLAIMER.** UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE TO YOU BY SELLER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

- 8. LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO THE LIABILITY.
- 9. TERMS OF PAYMENT.** Terms of payment shall be net thirty (30) days from the date of Seller's invoice, unless other specific terms of payment are stated in a Transaction Document. If at any time Seller, in its sole discretion, deems Buyer's credit unsatisfactory or in any way impaired, Seller reserves the right, among other remedies, to terminate a Purchase Order, and suspend further deliveries; or require payment by cash on delivery.
- 10. RETURN OF GOODS.** Buyer shall have the right to return Goods to the Seller, provided that the return is made prior to the commencement of the installation of such Goods by the Seller. Seller shall have the unfettered discretion to charge a restocking fee of twenty-five (25) percent of the original purchase price for the Goods.
- 11. SEVERABILITY.** If any provision of these Standard Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Standard Terms and will not affect the validity and enforceability of any remaining provisions.
- 12. GOVERNING LAW.** Applicable Canadian federal law, and the laws of the Province of Ontario, Canada, without regard to principles of conflict of laws, govern the Agreement and any dispute that might arise between you and us that pertains to this Agreement.
- 13. NON-WAIVER.** No change, modification or waiver of any provision of the Agreement shall be valid or binding unless it is accepted by Seller in writing. A waiver by either party of any breach or failure to enforce any term or condition of the Agreement shall not in any way affect, limit or waive such party's right at any time to enforce strict compliance with that or any other term or condition of the Agreement.
- 14. NON-ASSIGNMENT.** Buyer may not assign its rights or delegate its obligations under the Agreement without Seller's prior written consent.
- 15. ENTIRE AGREEMENT.** The Agreement constitutes the entire agreement between Seller and Buyer with respect to the matters contained therein, and supersedes all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No course of prior dealings and no usage of the trade shall be relevant to supplement, explain or modify any terms of the Agreement.