



Gripple Canada Inc.

Terms and conditions of sale

1. General. These Terms and Conditions set forth the terms and conditions pursuant to which the purchaser ("Purchaser") will purchase and Gripple Canada Inc. ("Seller") will sell any and all Gripple® brand products or other products or services ("Products").

2. Purchase Orders. All purchase orders of Purchaser shall, unless otherwise agreed to in writing by Seller, be in writing and set forth the quantity of the Products desired, the specifications therefore, the desired delivery date, the price of each Product, and all other relevant information necessary to effectuate shipment of the Products by Seller. Such purchase orders shall be limited and subject to acceptance of these Terms and Conditions and no additional, inconsistent or contrary terms shall become part of this agreement or any sale of Products to Purchaser by Seller unless specifically accepted in writing signed by Seller, or these terms and conditions are varied by the seller in accordance with this agreement.

3. Acceptance/Return. All orders are subject to acceptance by the seller on an official form of Order Acknowledgement issued by the seller. The Purchaser's acceptance of delivery of the said Order Acknowledgement shall be deemed to include acceptance of these General Conditions (as varied if a variation has been specifically accepted by the seller in writing or these terms and conditions are varied in accordance with this agreement). Purchaser shall not return any Products actually delivered to Purchaser without the written consent of, and upon terms agreed to, by Seller. The Purchasers shall inspect all Goods immediately upon delivery and shall within 7 days from delivery notify the Seller of any matter or thing by reason of which they may allege that the Goods are not in accordance with the contract. If the Purchasers shall fail to give such notice within such period it shall conclusively be deemed that the Goods are as to quantity, number, weight, volume and in all respects in accordance with the contract and that the Purchasers have accepted them and the Purchasers shall have no right to reject the Goods but shall be bound to pay for the same accordingly.

4. Price. Prices shall be those in effect at the time of order entry. Prices are subject to change by Seller without notice. Seller's prices do not include sales, use, excise or similar taxes. Consequently, the amount of any present or future sales, use or other similar tax applicable to the sale or use of the Products shall be paid by Purchaser.

5. Payment/Delinquency Charge. Payment terms are net thirty (30) days from the date of Seller's invoice. Seller shall extend a one-and-one-half percent (1.5%) discount on sales where payment-in-full is received within ten (10) days of Seller's invoice date. Discounts and any other incentives are subject to change, suspension or cancellation by Seller without notice. Seller reserves the right to charge interest at the rate of 1.5% per month (but not more than the maximum percentage permitted by law) on all balances not paid by Purchaser within the designated net terms.

6. Delivery and Freight Charges. All delivery dates are approximates only and based upon prompt receipt of all necessary information from Purchaser. Unless otherwise instructed, Seller will ship Products to Purchaser via regular Federal Express delivery or similar carrier, F.O.B. Seller's facility or other place of shipment. Risk of loss shall pass to Purchaser at the F.O.B. point. Notwithstanding the provisions contained herein to the contrary, Seller shall not be responsible or liable for any loss or damage whatsoever, including loss of income and/or profits, incidental, special or consequential damages, resulting from Seller's delayed performance in shipment or delivery of the Products for any reason whatsoever. All freight charges stated on Seller's invoices are part of Seller's payment terms. If any account of the Purchasers if overdue for payment or the Purchasers become bankrupt or (being a company) go into liquidation or suffer a receiver to be appointed to make an assignment or arrangement for the benefit of creditors or default in any obligation to the Seller or cease or threaten to cease to trade or in the Sellers' absolute opinion serious doubts arise as to the Purchaser's solvency the Seller is entitled without prejudice to their other rights to suspend the performance of any of their obligations to the Purchasers or (whether or not notice of suspension has been given) to cancel such performance and treat the contract as discharged. If the Purchasers shall fail to take delivery of any Goods the Seller may at their option but without prejudice to any other rights or remedies they may have, sell the Goods for the account of the Purchasers and the Purchasers shall be liable for all costs and expenses incurred by the Seller and the difference between the proceeds of sale and the price of the Goods hereunder. The Seller is entitled to make delivery by instalments.

7. Warranty. Seller warrants that Products sold hereunder will be free from defects in material and workmanship at the time of shipment from Seller's facility or other place of shipment. SELLER'S WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF SELLER AND ITS AFFILIATES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT. IN NO EVENT SHALL SELLER OR ITS AFFILIATES BE LIABLE (AND PURCHASER SHALL NOT ASSERT ANY CLAIM) FOR SPECIAL, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS. PURCHASER'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS WARRANTY SHALL BE LIMITED, AT SELLER'S EXCLUSIVE DISCRETION, TO: (1) REPLACEMENT OF ANY DEFECTIVE PRODUCTS OR PART THEREOF; (2) REPAIR OF ANY DEFECTIVE PRODUCTS OR PART THEREOF; OR (3) RETURN OF THE PURCHASE PRICE FOR ANY DEFECTIVE PRODUCT OR PART THEREOF. IN NO EVENT SHALL PURCHASER SEEK OR RECOVER PUNITIVE OR EXEMPLARY DAMAGES. The warranty and remedy set forth above are conditioned upon the proper storage, use and maintenance of the Products and conformance with all applicable recommendations of Seller and its affiliates with respect to the Products (Seller's recommendations may be obtained by telephoning Seller, at 905-458-8700).

Goods sold by the Seller are guaranteed against defective materials or faulty workmanship but only to the extent that any Goods (other than Services) or any part thereof are returned to the Seller and upon examination by the Seller found to have been defective at the time of dispatch will be repaired or replaced by the Seller at their option free of charge provided that and as a condition of such guarantee the purchasers have

(i) Complied with their obligations hereunder and in particular have made Payment in full for the Goods.

(ii) Have not carried out any repair, alteration process, operation or treatment to the Goods without the Sellers' written consent.

(iii) Notify the Seller in writing of such defect or fault within a period of 3 months from the date of delivery.

(iv) The defect does not arise as a result of the condition of the Purchaser's premises.

(v) The defect does not arise as a result of the Purchaser's negligence or (if the Purchaser is a business) the negligence of the Purchaser's employees or subcontractors.

(vi) The defect does not arise as a result of fair wear and tear, accident, misuse, wilful damage or materials or equipment used in conjunction with the Goods not manufactured by the Seller.

(vii) The defect does not arise because the Purchaser has failed to follow the Seller's instructions (whether oral or in writing) as to the storage, assembly, installation, commissioning, use or maintenance of the Goods.

No agent, employee or representative of Seller (or any distributor, dealer or sales representative of Seller) has the authority to bind Seller to any affirmation, representation or warranty concerning the Products sold hereunder, and unless such affirmation, representation or warranty is specifically included in these Terms and Conditions, it will not form a part of the basis of these Terms and Conditions and shall in no way be binding upon the Seller or enforceable by Purchaser. Except as expressly agreed to by Seller in writing, the Products are not rated or certified for any particular application or environment. The Purchasers shall be responsible for the Goods being suitable in every way for which they intend to use them and no warranty condition or representation is given by the Seller as to the fitness of the Goods for any particular purpose. If the Goods are not fit for purpose the Purchaser shall indemnify the Seller against all claims, actions or proceedings brought against the Seller or the Seller's employees in relation to the Goods or in any way connected herewith as a result of any misuse of the Goods caused by the negligence of the Purchaser.

8. Specifications. The Seller reserves the right to supply Goods which may not correspond exactly with the designs, sizes, weights, specifications or other particulars given.

9. Indemnity. Except for warranty claims of Purchaser as expressly authorized and limited by paragraph 7 above, Purchaser shall indemnify and hold the Seller, its affiliates and their respective directors, officers, employees and agents, harmless from and against any and all claims, losses, liabilities, damages or expenses whatsoever, including arising from any alleged injury to person, property or business, arising from or in any way relating, directly or indirectly, to the delivery, assembly, erection, installation, use or repair of the Products and/or any related or other claims or losses, whether or not caused by the Purchaser and/or its agents or employees or any of their acts, omissions or negligence.

Gripple Canada Inc.

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Tel: +1 905 458 8700 Email: cainfo@gripple.com

Company No. 746194521 - Registry ID BC1093495

www.gripple.com



10. Dispute Resolution

(a) Purchaser agrees that it shall submit all claims, controversies or disputes arising out of this Agreement, the sale or use of Products and/or the relationship of the parties to arbitration under the arbitration rules of the ADR Institute of Canada, Inc. The seat of arbitration will be City of Toronto in the Province of Ontario. The language of the arbitration will be English. The arbitration shall be heard by one (1) arbitrator either agreed to by Seller and Purchaser, or failing an agreement, selected by the ADR Institute of Canada, Inc. Any judgment upon any award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. If any suit or proceeding is filed by Purchaser in any court or other forum, on application of Seller, such suit or proceeding shall be dismissed or stayed until arbitration has been had in accordance with these Terms and Conditions. In no event shall the arbitrators have the authority to award damages inconsistent with these Terms and Conditions, including punitive or exemplary damages.

(b) Purchaser hereby submits to the jurisdiction of the courts of the City of Toronto in the Province of Ontario, and Purchaser consents to the venue of such courts. Notice of process in connection with any proceedings may be served upon Purchaser by registered or certified mail with the same effect as if personally served. Seller reserves the right to assert any claims against Purchaser in such courts, or to submit such claims to arbitration as provided above.

11. Compliance with Laws and Standards, and Safety Precautions. Purchaser shall comply with and be responsible for all federal, provincial and local laws, regulations and ordinances (including building codes) and all industry standards which are or may hereafter be in effect from time to time with respect to selection, installation and/or use of Products. Purchaser shall exercise suitable safety precautions, and shall require employees to follow all installation and use procedures and recommendations as published by the Seller and its affiliates, including prevention of injury or damage to person or property. It is Purchaser's responsibility to provide all the means that may be necessary to effectively protect all employees and other persons from serious bodily injury which otherwise may result from the method of installation or use of the Products. If Purchaser fails to comply with the provisions of this paragraph or the applicable standards or regulations aforementioned, Purchaser shall indemnify and save the Sellers, its affiliates and their respective directors, officers, employees and agents, harmless from and against any and all claims, losses or damages arising therefrom.

12. Force Majeure. Seller's obligations hereunder are subject to, and Seller shall not be held responsible for, any delay or failure to make delivery of all or any part of the Products due to acts or circumstances beyond the control of Seller, including, but not limited to, labour difficulties, fires, casualties, accidents, acts of God, acts of war or terror, transportation difficulties, inability to obtain Products, materials or components or qualified labour sufficient to timely perform part or all of any obligation, or governmental regulations or actions. In the event of the occurrence of any of the foregoing, at the option of Seller, Seller shall be excused from the performance hereunder or the performance of the Seller shall be correspondingly extended.

13. Variation. The Seller may unilaterally vary these General Conditions from time to time. Such variations will only apply to orders placed after the Seller notifies the customer of the variation.

14. Risk and Title.

(a) The risk in Goods shall pass from the Seller to the Purchasers upon delivery of such Goods to the Purchasers, or into custody on the Purchasers' behalf (whichever is the sooner). The Purchasers should therefore insure accordingly provided that in the case of Export orders the Goods shall be at the Purchasers' risk when the pass the ship's rail (unless terms other than FOB or CIF are specified in the said Order Acknowledgement in which case such terms shall govern the position) and the Seller shall not be under any obligation to give a notice to the Purchasers under the Sale of Goods Act 1979 Section 32(3).

(b) Notwithstanding delivery and the passing of risk in the Goods, title and property in the Goods, including full legal and beneficial ownership shall not pass to the Purchasers until the Seller has received in cash or cleared funds payment in full for all Goods delivered to the Purchasers under this and all other contracts between the Seller and the Purchasers for which payment of the full price of the Goods thereunder has not been paid. Until such full payment the Purchasers shall keep the Goods for the Seller in the capacity of Bailee and shall store the Goods in such a way that they are clearly the property of the Seller and shall deal with the Goods as directed by the Seller. If the Purchasers make default in payment or if any other reason the Seller treats this contract as discharged the Seller may repossess the Goods and the Purchasers hereby irrevocably licence the Seller to enter into the Purchasers premises for the purpose of such repossession.

(c) Payment of the full price of the Goods shall include the amount of any interest or the other sum payable under the terms of this and all other contracts between the Seller and the Purchasers under which the Goods were delivered.

(d) Until the Purchasers have paid the Seller in full for all of the Goods and all other Goods, the subject of any other contract with the Seller, the Purchasers are licensed to sell the Goods to any bona fide third party at the best obtainable price on condition that the Purchasers shall place and keep intact and identifiable the entire proceeds of sale in a separate bank account.

If the Purchasers make default in payment or if for any other reason the Seller treats this contract as discharged, the Seller shall be entitled to trace in such proceeds for the amount owing to them by the Purchasers in respect of the Goods and all other goods the subject of any other contract with the Seller.

15. Intellectual Property. The Purchasers acknowledge that their Seller owns registered and unregistered rights in inter alia the GRIPPLE trade mark and all other intellectual Property in the Goods and marketing materials supplied in connection with the Goods. The Purchasers shall use all registered and unregistered trademarks of the Seller (the Trade Marks) in accordance with any brand guidelines issued by the Seller from time to time. The Purchasers shall not acquire any rights in or seek to use or register any identical or similar Trade Mark or domain name incorporating any of the Seller's Trade Marks. The Purchaser shall not use the Seller's Trade Marks in any website source code or acquire or seek to acquire any other intellectual Property in the Goods.

16. Miscellaneous Provisions.

(a) These Terms and Conditions constitute the entire agreement between Seller and Purchaser as it relates to the purchase and sale of Products to Purchaser by Seller and the liability of the Seller and its affiliates, and supersede any and all prior or contemporaneous written or oral agreements, correspondence, quotations, understandings, negotiations or discussions between the parties relating to the subject matter hereof. It is expressly agreed that any brochures, sales literature, on-line materials or other materials of Seller have been provided for informational purposes only, have not been relied upon by Purchaser, do not form or give rise to any warranty, and are superseded by these Terms and Conditions.

(b) If any term or condition or part of these Terms and Conditions is held invalid, the remaining terms and conditions hereof shall not be affected thereby.

(c) These Terms and Conditions may be modified, canceled or assigned only by a written agreement by both parties executed by their duly authorized agents.

(d) This agreement and any sale of Products to Purchaser shall be deemed to have been made in and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to choice-of-law provisions. The parties opt out of the U.N. Convention of Contracts for the International Sale of Goods.

(e) Any failure by either party to enforce at any time any term or condition hereof shall not be considered a waiver of such party's right thereafter to enforce the same or any other term or condition hereof.

(f) These Terms and Conditions shall be binding upon the successors, legal representatives and permitted assignors of Purchaser and Seller.

17. Agreement.

I/We the Purchasers have noted and accepted all the General Conditions of Sale, in particular the items relating to the terms of payment (net 30 days from the invoice date) and retention of title and property in all Goods supplied until all monies outstanding under any sale contract have been received by you the seller by way of cleared funds.

Purchaser (FULL BUSINESS NAME)

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Address

.....

.....

.....

.....

Signature.....Name.....
(Handwritten)

Position.....Date.....

Please retain a copy for your reference and return a signed copy via your contact to:-

Gripple Canada Inc.

6665 Tomken Road, Units 9-10, Mississauga, ON L5T 2C4

Tel: +1 905 458 8700

Email: cainfo@gripple.com

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