

## TERMS AND CONDITIONS OF SALE

The following are the Terms and Conditions of Sale of the offer of 781573 Ontario Inc. O/A Buzz Equipment (Seller) to sell and shall constitute the complete and exclusive statement of the agreement between Buyer and Seller which shall not be supplemented, varied or amended except as set forth in the provisions of the face hereof (which provisions shall govern where inconsistent with these Terms and Conditions) or by a separate written agreement signed by both parties. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional on Buyer's assent to any additional or different terms contained herein.

1. **ACCEPTANCE:** This quotation may be voided unless acceptance of same is evidenced by your execution and return to us of one fully executed copy of this quotation within thirty (30) days from the date of this proposal.
2. **PRICES:** Prices on this quotation are stated in US Dollars, unless otherwise specified and do not include any taxes, which are in addition to the purchase price and must be paid by the buyer. Any foreign duties and taxes are the responsibility of the buyer. Unless the buyer furnishes seller with a tax exemption certificate, any sales, use excise or other similar taxes shall be added to the quoted purchase price and invoiced by the Seller to the Buyer.
3. **PURCHASE ORDERS:** Acceptance of all purchase orders is with the mutual understanding that the terms and conditions of this quotation shall apply and prevail over any inconsistent provisions of any such purchase order. All orders are subject to our approval in respect to credit.
4. **DELIVERY:** Delivery of the products is F.O.B. Location unless otherwise stated on the front of this form. Claims or shortage or damage on shipments must be made immediately against the carrier by the Buyer. The time of delivery is approximate only and is the date of shipment from the factory or warehouse. Delivery lead time is based upon date of receipt of approved drawings. In the event of any delay in delivery caused by strikes, accidents, government regulations, delays in transportation or other causes beyond our control, the delivery shall be extended for a period equal to the time lost by reason of the delay. We accept no responsibility for costs or consequential damages due to failure to deliver as scheduled. If shipments are delayed by the Buyer, payments shall become due as if shipment has been made on dates specified by the Buyer.
5. **TITLE:** The title to and right of possession of the equipment remain with us until the contract price has been paid in full by the Buyer.
6. **CANCELLATION CHARGES:** Orders may be cancelled in writing only and cancellation will be effective only with our approval in writing. A cancellation charge will be invoiced at 25% of the total selling price plus the cancellation charges imposed on us by our suppliers, all costs incurred in processing the order up to the time of cancellation. Sold items will be put back in inventory if they are not picked up within 90 days from receipt of payment.
7. **INSTALLATION AND INSTALLATION COSTS:** It is the buyer's responsibility to insure that this equipment is installed and operated in a proper and safe manner. The buyer is hereby warned and the Buyer hereby acknowledges that it must contact the original manufacturer to obtain up to date installation and operation manuals and other information to insure the safe operation of the goods sold. The Buyer also acknowledges that it might have to install or change guards, safeties, warnings or other components to insure that the machine will conform to all laws, regulations, ordinances, codes, insurance requirements and industry standard. Buyer agrees to defend, indemnify and hold the Buzz Equipment, harmless from and against all suits, claims, costs and expenses for personal injury, death, or property damage, arising from the purchase, ownership or use by the Buyer or any of the buyer's agents, employees or independent contractors of the equipment. Prices quoted herein include only the supply of the specified equipment. The cost of installation and/or erection of the equipment shall be borne by the Buyer. The Buyer hereby agrees that Buzz Equipment shall not be responsible for the consequences of the Buyer's failure to inspect the goods for any inaccuracies, insufficiencies, omissions in such descriptions, samples &/or specifications.
8. **PERFORMANCE AND SAFETY OF EQUIPMENT:** While the equipment quoted is to the best of our knowledge adequate for the intended service as we understand it, no guarantee is undertaken by us unless specifically stated in the proposal. To the best of our knowledge the equipment offered is capable of being operated in a safe manner, however, it is the responsibility of the user to ensure that the Equipment is operated safely, including consideration of the materials being processed, the operating procedures and the safety of personnel. Certain protective devices, warning tags, operating and maintenance instructions may be furnished and it is the Buyer's responsibility to ensure that those concerned are aware of these, are instructed adequately in their use and application and fully understand the nature and extent of potential hazards.
9. **PERMITS AND LICENCES:** Buyer is responsible for the costs and the obtaining of any permits and licences required for the installation and operation of the offered equipment, including CSA or other registrations and local hydro-electric approvals.
10. **NO WARRANTY:** THE EQUIPMENT SOLD BY SELLER HEREUNDER IS SOLD AS IS AND WITHOUT WARRANTY. SELLER NEITHER MAKES NOR ASSUMES ANY LIABILITY UNDER ANY WARRANTIES, WHETHER STATUTORY, BY OPERATION OF LAW OR OTHERWISE INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
11. **INSPECTION:** The Buyer hereby acknowledges that the Seller has recommended that the Buyer inspect the equipment prior to the shipment of the equipment by the Seller to the Buyer. Therefore, the Buyer further acknowledges that it is the Buyer's responsibility to determine whether the equipment meets the Buyer's purpose prior to the shipment of the equipment from the Seller to the Buyer. Thus, the Buyer hereby agrees that it must advise the Seller of any and all problems with respect to the equipment prior to the shipment of the equipment by the Seller and Buyer. If the Buyer has failed to inspect the equipment then it is at the Buyer's own risk and the Buyer is receiving the equipment on an AS IS basis as set out in paragraph 10 above. In addition, if the Buyer has inspected the equipment then it is deemed to acknowledge that they are satisfied with the equipment and it meets their purpose for the use of said equipment.
12. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations under this agreement shall be excused if, and to the extent, that the delay or failure is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, wind storms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lock-outs, strikes and slow-downs), inability to obtain power, material, labour, equipment or transportation, or court injunction or order; provided that written notice of delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten days. During the period of delay or failure to perform by the Seller, the Buyer, at its option, may purchase the Product from other sources and reduce its obligation to purchase minimum quantities of the Product from the Seller by the quantities purchased from other sources, without liability to the Seller, or have the Seller provide the Product from other sources in quantities and at times requested by the Buyer and at the price set forth in this agreement. If requested by the Buyer, the Seller shall, within ten days of request, provide adequate assurances that the delay shall not exceed thirty days.

13. **SELLER'S LIABILITY:** The total liability of the Seller on any claim whatsoever, whether in contract, tort (including negligence) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement of use of the Equipment will not exceed the price of \$2,500 US. In no event, whether as a result of breach of contract or warranty or tort (including negligence), will seller be liable for any incidental or consequential damages including but not limited to, damages for loss of revenue, cost of capital, claims of customers for service interruptions or failure of supply, and costs and expenses incurred in connection with labour, overhead, transportation, installation or removal of products or substitute facilities or supply sources.
14. **TERMS:** Unless otherwise specified herein, the terms under this agreement are PAYMENT IN FULL BY BANK DRAFT OR BANK WIRE TRANSFER PRIOR TO SHIPMENT.
15. **RELATIONSHIP OF PARTIES:** The Seller and the Buyer are independent contracting parties and nothing in this agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor shall it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
16. **NON-ASSIGNMENT:** The Seller may not assign or delegate its obligations under this agreement without the Buyer's prior written consent, consent can be unreasonably withheld. This agreement shall enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.
17. **GOVERNING LAW:** This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties attorn (on an exclusive basis) to the courts of the Province of Ontario.
18. **SEVERABILITY:** If any term of this agreement is invalid or unenforceable under any statute, regulation, ordinance, order or other rule of law, that term shall be deemed modified or deleted, but only to the extent necessary to comply with the statute, regulation, ordinance, order or rule, and the remaining provisions of this agreement shall remain in full force and effect.
19. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this agreement constitute a waiver of any succeeding breach of the same or any other provision.
20. **NOTICE:** Any notice or other writing required or permitted to be given under this agreement or for the purposes of it to any party, shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by telex, telefax or other form of recorded communication to that party: or at any other address as the party to whom the writing is to be given shall have last notified the other party. Any notice delivered to the party to whom it is addressed shall be deemed to have been given and received on the day it is delivered at that address, provided that if that day is not a business day then the notice shall be deemed to have been given and received on the first business day next following that day. Any notice mailed shall be deemed to have been given and received on the third business day next following the date of its mailing. Any notice transmitted by telex, telefax or other form of recorded communication shall be deemed given and received on the first business day after its transmission.
21. **ENTIRE AGREEMENT:** This agreement, together with the attachments, documents or schedules specifically referenced in the agreement, constitutes the entire agreement between the 781573 Ontario Inc. O/A Buzz Equipment (Seller) and the Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This agreement may only be modified by a written agreement duly executed by the Seller and the Buyer.

## **PLEASE SIGN AND E-MAIL BACK**

**ACCEPTANCE:**

THE TERMS AND CONDITIONS OF SALE HEREIN ARE ACCEPTED BY THE UNDERSIGNED  
THIS                      DAY OF                      , 2020.

**Buyer:**

Company Name: \_\_\_\_\_

Invoice #: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_  
(To be an officer of the company)