



## TERMS AND CONDITIONS OF SALE

- 1. Price** - All prices are subject to change without notice. All prices are tax extra. GST, HST and Provincial Tax are not included. Prices are FOB our warehouse location unless otherwise quoted in writing. Incorrect prices due to calculation or human error will not be honoured and will be corrected at the earliest possible date.
- 2. Terms of Sale** - Net 30 days unless otherwise stated. Accounts past due will be suspended. A service charge of 2% per month (26.82% per annum) will be applied to all overdue accounts. Shipments and deliveries shall at all times be subject to our acceptance and credit approval. Title to the goods does not pass until invoice is paid in full. You agree to pay us all costs, charges and expenses (including, without limitation, legal fees and expenses on a solicitor-client basis) incurred by or on behalf of us in connection with the collection of any outstanding amounts and/or our enforcement of any of our rights against you.
- 3. Special Orders and Returns** - Orders for special or non-stock goods may require a deposit and may not be cancelled without prior written approval. A cancellation charge may apply on cancelled orders. No goods may be returned without prior written approval. A minimum handling charge of 25% will apply to goods returned. This may vary depending upon factory return goods policy. Stock items require a RM issued within 120 days of the purchase date and must be accompanied with the original invoice, packaging and in resalable condition. Non-stock and custom product are non-returnable and non-refundable.
- 4. Claims** - All damage claims must be made to the transportation company as applicable; we are not responsible for any such damaged goods. Shortage claims must be made within 7 days of receipt of shipment. Notification of any invoice errors must be made within 30 days on the receipt of the statement of account.
- 5. Availability** - All goods quoted are subject to prior sale. Goods may not be available in all locations and extra freight costs will apply. Contact our applicable location for availability and price confirmation.
- 6. Warranty Disclaimer and Limitation of Liability** - We warrant that we have title to the goods sold. Applicable goods are accompanied by manufacturers' warranties. We hereby assign to you any warranties so extended by such manufacturers to which we are entitled as permitted by law. Except as specifically set out herein, we do not make any guarantees, representations or warranties of any kind or nature, whether expressed or implied, by statute or otherwise, and specifically disclaim any implied guarantees, representations and warranties, whether of merchantability, suitability, fitness for a particular purpose (even if we have been advised of such purpose) or otherwise. In no event will we be responsible or liable for any indirect, special, consequential or punitive damages or any other costs or expenses resulting from the use of or inability to use any of the goods. Notwithstanding the foregoing, in no event shall our liability exceed the amount of the price paid by you for the goods.
- 7. Governing Law** - These terms and conditions are made under and shall be governed by and interpreted in accordance with the laws of the province in which our location that made the sale is located (without regard to conflict of law provisions) and the laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sales of Goods shall not apply to this transaction.
- 8. Terms and Conditions Supersede All Others** - The terms and conditions herein, and on any Credit Application signed by you, shall govern this transaction and shall supersede any purchase order submitted by you. The terms and conditions of any purchase order submitted by you are null and void and of no legal effect, other than with respect to the identity of and quantity of the goods being purchased. Terms and Conditions of Sale may be changed by Noble Corporation in its sole discretion.