

CORRPRO CANADA, INC. SALES INVOICE TERMS AND CONDITIONS

The following terms and conditions ("T&Cs") apply to the sale of goods ("Goods") by Corpro Canada, Inc. ("Corpro"), all as further described on the Sales Invoice ("Invoice"), to the buyer named on the Invoice ("Buyer").

1. **Scope of Agreement; Acceptance.** Unless expressly provided otherwise in a writing signed by Buyer and Corpro (including a written master agreement between Corpro and Buyer signed by an authorized representative of Corpro prior to the date of the Invoice (a "Master Agreement"), only the Invoice, these T&Cs, any change orders and any other documents expressly identified on the Invoice as a contract document shall be considered contract documents (collectively, the "Agreement"). Any terms or conditions that add to or contradict the terms of this Agreement are not valid. A definite expression of acceptance of this Invoice by Buyer that contains terms or conditions that are additional to or different from the terms of the Agreement will form a contract solely on the Agreement, and the additional or different terms shall not become a part of the Agreement, whether or not they would materially alter the Agreement. Neither course of prior dealings nor usage of trade shall be relevant to supplement or explain any provision of the Agreement. This Agreement becomes a valid and binding obligation of Corpro and Buyer on the earlier of: (a) Buyer's receipt and acceptance of the Goods; (b) Buyer's payment of the Invoice for the Goods; or (c) any written indication by Buyer of its acceptance of the Invoice.

2. **Delivery; Risk of Loss.** Unless stated otherwise on the Invoice, delivery of Goods shall be EXW (Incoterms 2010) at Corpro's facility stated on the Invoice. At Buyer's option and sole cost, Corpro will ship Goods to Buyer at the shipping address stated on the Invoice by any commercially reasonable means. Buyer shall bear all risk of loss or damage to the Goods while in transit or in the possession of any carrier of Buyer or Buyer's agents. Buyer shall bear all freight, insurance, tariffs, freight forwarding, customs, cartage and other transportation or incidental charges. Corpro reserves the right to deliver Goods in installments, all such installments to be separately invoiced and paid when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer's obligations to accept remaining deliveries.

3. **Payment Terms.** Terms of sale are net 30 days from date of Invoice, unless otherwise stated on the Invoice. Time is of the essence with respect to all payments. Any amount not received by Corpro when due shall bear interest at the rate of 1½% per month (18% annually), or the maximum rate of interest that applicable law allows, whichever is less, until fully paid, including any interest due. Buyer agrees to pay all costs of collection resulting from any default by Buyer of this Agreement. Amounts due to Corpro under this Agreement are not subject to setoff, deduction or back charges by Buyer. Unless stated otherwise on the Invoice, the prices stated on the Invoice and all payments due to Corpro from Buyer shall be in the lawful currency of Canada. If, at any time prior to shipment (either complete or partial), Buyer does not meet Corpro's credit approval or Corpro, in its sole discretion, deems Buyer's financial condition to be unsatisfactory, Corpro may either: (a) delay or postpone delivery of Goods; (b) terminate the Agreement; or (c) request payment in full or other security satisfactory to Corpro from Buyer prior to shipment of the Goods.

4. **Inspection and Acceptance.** Immediately on Buyer's receipt of Goods, Buyer shall inspect the same and shall notify Corpro in writing of any claims for shortages or non-conformance (including defective and damaged Goods). Buyer shall hold any non-conforming Goods for Corpro's written instructions concerning disposition. Failure to give written notice of any shortages or non-conforming Goods within 10 days after receipt of Goods, express oral or written acceptance of the Goods, or payment for the Goods, shall conclusively establish Buyer's acceptance of the Goods and waive Buyer's right to seek damages or other remedies for any shortages or non-conforming Goods. Buyer shall bear the expenses of inspection under all circumstances.

5. **Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to Corpro by Buyer or any party acting on behalf of, or under direction from, Buyer (collectively, "Specifications") are complete, accurate and may be relied on by Corpro. Corpro shall have no liability for errors, omissions or inconsistencies in any Specifications. In the event the Agreement contains submittal requirements pertaining to the Goods, Corpro agrees to submit in a timely fashion to Buyer for review and approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as Buyer may reasonably request. Buyer shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

6. **Warranties.** Corpro warrants that, for the duration of the Warranty Period (subject to the other limitations in this Agreement), Goods will be free from defect in materials and workmanship. Corpro's obligation to honor its warranty on defective Goods is in all cases limited to, at Corpro's sole option, repair or replacement of the defective Good or component thereof, or providing a cash refund or credit equivalent to the decreased value of the defective Good. Notwithstanding anything in this Agreement to the contrary, Corpro's warranty liability shall in no event exceed the amount paid for the original defective Good. "Warranty Period" means the 90 day period beginning with the date of delivery of Goods EXW (Incoterms 2010). Any claim not received by Corpro within the Warranty Period shall be conclusively deemed waived by claimant. Corpro has the option to verify, with its own representatives, the nature and extent of the alleged defect. The providing of warranty service does not extend or restart a new Warranty Period. The Goods warranty applies only to Goods manufactured solely by Corpro. Corpro does not warrant Goods manufactured or supplied by other parties, and Buyer shall be entitled to rely on the warranties, if any, only to the extent offered to Buyer by such other parties. Corpro's obligation to honor its warranty on defective Corpro Goods is in all cases limited to, at Corpro's sole option, either repair or replacement of the defective Corpro Goods (or component thereof), or providing a cash refund or credit equivalent to the decreased value of the Corpro Goods. Replaced Corpro Goods shall become the property of Corpro, if Corpro so elects. Corpro shall not be liable for any expense incurred by Buyer in order to remedy any warranted defect. Corpro shall have no obligation to provide warranty service and shall have no liability with respect to defective Goods if the Goods, materials, systems of which they are a part, or structures they are intended to protect from corrosion have: (a) been modified, altered, relocated (in the case of cathodic protection systems), used for other than intended purposes, or otherwise changed without Corpro's prior written consent; (b) been damaged or abused; (c) not been operated or maintained in accordance with design Specifications, instructions, operations and maintenance documents, or reasonable business practices; or (d) not been paid for in full. THE WARRANTIES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF, AND CORRPRO DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY LEGAL WARRANTIES UNDER APPLICABLE LAW. BUYER EXPRESSLY AGREES THAT THIS WARRANTY SHALL SERVE AS BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE GOODS. IN NO EVENT WILL CORRPRO BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS OR TRANSFEREES OR TO ANY THIRD PARTY (BY VIRTUE OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE) FOR ANY LOST USE, REVENUES OR PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE GOODS, ACTS OR OMISSIONS IN CONNECTION WITH ANY AGREEMENT RELATED TO THESE WARRANTIES, OR GOODS PROVIDED BY CORRPRO UNLESS EXPRESSLY AND EXPLICITLY PROVIDED FOR IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO OR AS OTHERWISE REQUIRED BY LAW. THESE WARRANTIES SHALL EXTEND ONLY TO THE FIRST PURCHASER OF GOODS FROM CORRPRO AND SHALL NOT BE ASSIGNED OR TRANSFERRED. Corpro does not warrant that the use or sale of the Goods will not infringe the claims of any patents covering the Goods themselves or the use thereof in combination with other products or in the operation of any process.

7. **Technical Assistance.** At Buyer's request, Corpro may, in its discretion, furnish technical assistance and information with respect to the Goods. CORRPRO MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY CORRPRO OR ITS PERSONNEL. ANY SUGGESTIONS BY CORRPRO REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF GOODS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CORRPRO.

8. **Default; Termination; Cancellation.** If Buyer fails to perform any of its obligations under this Agreement, including failure to make payments as provided

in this Agreement or otherwise, or if Buyer fails to give prompt assurances of future performance when requested by Corpro, then Corpro may, on 5 days' written notice to Buyer, declare Buyer to be in default and Corpro may suspend or terminate performance of its obligations under this Agreement without liability and retain all rights and remedies Corpro may possess at law, in equity or as provided in the Agreement. In addition to the remedies above, to the extent that (a) Corpro declares a default under this Section 8, or (b) if the order is cancelled for any reason other than default by Corpro, Buyer agrees to pay Corpro for any: (i) Goods installed or delivered to date of termination; and (ii) Goods ordered which cannot be cancelled.

9. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CORRPRO AND ITS DIRECTORS, OFFICERS, AFFILIATES, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, COSTS (INCLUDING COSTS OF LITIGATION OR OTHER DISPUTE RESOLUTION AND LEGAL FEES INCLUDING SOLICITOR AND OWN CLIENT COSTS), CLAIMS AND CAUSES OF ACTION IN FAVOR OF ANY AND ALL PERSONS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY ATTRIBUTABLE TO THE NEGLIGENT ACT OR ACTION, OMISSION OR FAILURE TO ACT ON THE PART OF BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS OR ANY OTHER PARTY FOR WHOSE ACTS OR OMISSIONS ANY OF THEM MAY BE LIABLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES THAT WHERE OTHER CONSULTANTS OR CONTRACTORS ARE EMPLOYED IN THE FURNISHING OF GOODS, BUYER WILL NOT HOLD CORRPRO LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY ANY FAULT OR NEGLIGENCE OF SUCH OTHER CONSULTANTS OR CONTRACTORS FOR RECOVERY FROM THEM, OR ANY OF THEM, FOR ANY SUCH DAMAGE OR INJURY.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BUYER AGREES THAT ANY RECOURSE AGAINST CORRPRO UNDER THIS AGREEMENT OR RELATED TO CORRPRO'S FURNISHING OF THE GOODS HEREUNDER, INCLUDING BUT NOT LIMITED ANY INDEMNITY OR WARRANTY OBLIGATIONS, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO CORRPRO UNDER THIS AGREEMENT (EXCLUDING TAXES). IN NO EVENT SHALL CORRPRO OR ITS AFFILIATES BE LIABLE TO BUYER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, VENDEES OR TRANSFEREES, OR TO ANY THIRD PARTY, FOR ANY ECONOMIC LOSS, LOST PROFITS OR BUSINESS OPPORTUNITIES, PHYSICAL HARM, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF CORRPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, RESULTING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT OR ACTS OR OMISSIONS OF CORRPRO IN CONNECTION THEREWITH.

11. Governing Law; Venue; Prevailing Party. This Agreement shall be governed and construed in accordance with, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall be governed by the laws of the Province of Alberta (Canada) without regard to its conflict of law provisions. Each party attorns to the exclusive jurisdiction of the courts of the Province of Alberta (Canada). The prevailing party in any formal dispute shall be entitled to reasonable legal fees and costs, including reasonable expert fees and costs. The UNCITRAL Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12. Export Compliance. Corpro's Goods are subject to Canadian and/or U.S. export laws, rules, treaties, regulations and international agreements (collectively, "Export Laws"). Buyer assumes the responsibility of abiding by the Export Laws along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of the Goods. By purchasing the Goods, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods is restricted by Export Laws.

13. Confidentiality. All information, including quotations, Specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Corpro to Buyer related to any order for Goods are the confidential and proprietary information of Corpro. Buyer and its employees, contractors, subcontractors, agents or other parties for whom Buyer is responsible may not disclose Corpro's confidential and proprietary information to any third

parties, or use Corpro's confidential and proprietary information for its own account or that of any third party, except in the performance of this Agreement.

14. Taxes and Fees; Permits; Laws. Unless stated otherwise on the Invoice, the purchase price for the Goods furnished by Corpro excludes all taxes including, without limitation, governmental or brokerage taxes, sales, use, excise or value-added taxes, GST, PST, HST and duties, customs, fees, charges or assessments (collectively, "Taxes"). The Buyer shall pay all applicable Taxes in respect of the Goods furnished by Corpro. Buyer must provide Corpro with documentation acceptable to Corpro of any exemptions claimed from Taxes in advance. Unless stated otherwise on the Invoice, Buyer shall secure and pay for all permits and fees necessary for delivery of the Goods. It is Buyer's duty to ascertain that the Goods are, and Buyer's subsequent use is, in accordance with applicable laws, ordinances and building codes. Corpro shall not be responsible for compliance of the Goods to such laws, ordinances and building codes.

15. Order of Precedence; Notice. If there is a conflict between the contract documents included in this Agreement, unless specified otherwise, the terms of the documents will control in the following order: (a) Master Agreement (if applicable); (b) terms stated on the face of the Invoice; (c) these T&Cs; and (d) any other documents expressly identified in the Invoice as a contract document. All notices and communications required by this Agreement shall be delivered, in writing, to the parties at their applicable addresses stated on the Invoice.

16. Interpretation. Corpro and Buyer acknowledge this Agreement, including the Invoice, these T&Cs, any change orders and any other documents expressly identified in the Invoice as contract documents, represent the entire agreement and understanding between the parties, and supersede and replace all prior negotiations, discussions and understandings relating to the subject matter of this Agreement, whether written or oral. The failure of Corpro to insist on strict performance of this Agreement shall not constitute a waiver of, or estoppel against, asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise. Unless otherwise stated, all dollar amounts referred to in this Agreement are in Canadian funds. All rights and remedies under this Agreement are cumulative and are in addition to any other rights and remedies Corpro may have at law or in equity. Unless the context of this Agreement clearly requires otherwise, "including" is not limiting and "or" has the inclusive meaning represented by the phrase "and/or." If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The section headings are for convenience only and do not form part of the terms and conditions of the Agreement and shall not affect the interpretation of the Agreement. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns; however, Buyer may not assign this Agreement without the prior written consent of Corpro. The parties hereto confirm that it is their wish that the Agreement has been and shall be drawn up in English only. *Les parties aux présentes confirment leur volonté que ces Termes et Conditions de même que tous les documents s'y rattachant soient rédigés en anglais seulement.*