

STANDARD TERMS & CONDITIONS AND WARRANTY FOR PROVISION OF SERVICES AND GOODS

1. GENERAL

These TERMS & CONDITIONS govern all work done and goods provided by ATLANTIC HARDCHROME. Communication of acceptance of a quotation by the CUSTOMER or the commencement of the work by ATLANTIC HARDCHROME shall be deemed to be CUSTOMER's acceptance of these TERMS & CONDITIONS, which shall apply to and govern the work, including any extras and additional work subsequently ordered by the CUSTOMER. The CUSTOMER agrees and acknowledges that these TERMS & CONDITIONS take precedence over any other (including CUSTOMER supplied) terms and conditions, unless ATLANTIC HARDCHROME accepts in writing a modification of these TERMS & CONDITIONS prior to acceptance of CUSTOMER's purchase order or commencement of work.

2. CHANGES

No changes will be made to the CONTRACT without prior written consent by the CUSTOMER and ATLANTIC HARDCHROME. Any changes to the CONTRACT may result in additional charges.

3. OVERTIME

Unless already quoted or otherwise confirmed prior to work commencement, if overtime is requested by the CUSTOMER, the extra cost of such overtime will be charged as additional charges to the original contract price and shall be paid by the CUSTOMER.

4. CANCELLATION

Cancellation of any order by the CUSTOMER must be provided to ATLANTIC HARDCHROME in writing prior to the start of any work or ordering of materials or parts. Cancellations must be agreed to by ATLANTIC HARDCHROME. In the event that ATLANTIC HARDCHROME has already incurred expenses, CUSTOMER shall pay an amount equal to the incurred expenses and/or commitments made by ATLANTIC HARDCHROME with respect to that order. Notwithstanding the foregoing or anything to the contrary contained herein, orders quoted as "non-cancellable" may not be cancelled by the CUSTOMER.

5. PAYMENT

All invoices shall become due and payable within 30-days of receipt or unless otherwise noted or stated. A 2% per month (26.82% per annum) finance charge will apply to accounts not paid in full within terms.

6. TAXES

Pricing does not include any sales and use taxes, including HST, unless stated otherwise in the CONTRACT and if applicable will be charged for and paid by the CUSTOMER.

7. WARRANTY

Subject to the provisions of section 8 below, ATLANTIC HARDCHROME warrants to the original CUSTOMER that provided services and goods will be free from any defect, error or omission (collectively "DEFECT") for a period of twelve (12) months from the date of completion of the work. ATLANTIC HARDCHROME's liability and obligation to the CUSTOMER with respect to any DEFECT shall be limited to, at ATLANTIC HARDCHROME's choice, (a) re-performance of the work, (b) replacement of the supplied new part, (c) refund of the charged price. THIS WARRANTY IS PROVIDED IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS PERTAINING TO THE SERVICES AND/OR GOODS, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY AS TO

FITNESS, FUNCTION, PURPOSE, DESCRIPTION OR TRADE USE AND CONSTITUTES ATLANTIC HARDCHROME'S SOLE OBLIGATION AND LIABILITY.

8. LIMITATIONS ON WARRANTY:

- (a) WARRANTY excludes: unintended use; negligent operation; incorrect installation; incorrect or insufficient maintenance to the part and/or system; external environmental damage.
- (b) WARRANTY for components and products distributed by ATLANTIC HARDCHROME is limited to the WARRANTY made by the manufacturer.
- (c) CUSTOMER must inspect parts within thirty (30) days of receipt.
- (d) ATLANTIC HARDCHROME must be notified in writing of any alleged DEFECT within two (2) business days after the DEFECT becomes known to the CUSTOMER.
- (e) Alleged DEFECT's authorized for return by ATLANTIC HARDCHROME are to be returned to ATLANTIC HARDCHROME freight pre-paid.
- (f) If it is necessary for ATLANTIC HARDCHROME to inspect the alleged DEFECT at the CUSTOMER's premise, the CUSTOMER agrees to reimburse ATLANTIC HARDCHROME for costs incurred for site inspection if the inspection determines that the alleged DEFECT is not covered under this WARRANTY.
- (g) WARRANTY on any re-performed service or replaced part will be limited to ninety (90) days or the balance of the original warranty, whichever is longer.
- (h) To the fullest extent permitted under applicable law and regardless of the form of action (whether in contract or in tort, including negligence and strict liability), (i) ATLANTIC HARDCHROME shall not be liable for any incidental, consequential, indirect, or special damages, lost business or anticipated savings, lost profits, or third party claims, whether foreseeable or not, arising out of or in connection with the services and deliverables provided hereunder or this CONTRACT even if ATLANTIC HARDCHROME has been advised, knew, or should have known, of the possibility of such damages; and (ii) ATLANTIC HARDCHROME'S total liability, if any, for any and all claims arising out of or in connection with the services and deliverables provided under this CONTRACT shall not exceed the total fees (excluding taxes and any costs or expenses reimbursed to ATLANTIC HARDCHROME by CUSTOMER) paid by CUSTOMER under the applicable statement of work over the last 12 months with respect to the affected portion of the service or deliverable.
- (i) ATLANTIC HARDCHROME SHALL HAVE NO LIABILITY FOR LOST INCOME OR EFFICIENCIES

9. DEFAULT

The CUSTOMER agrees that if the CUSTOMER fails to make payments as required or commits any other breach of CONTRACT, ATLANTIC HARDCHROME may, without notice and without prejudice to any other right it may have under the CONTRACT, at common law or otherwise, suspend performance of the CONTRACT and/or terminate the whole or any part of the CONTRACT. Notwithstanding the foregoing or anything to the contrary contained in this CONTRACT, neither suspension of performance nor cancellation of all or any part of the CONTRACT shall relieve CUSTOMER from its obligation to make payments hereunder.

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10. INDEMNITY

The CUSTOMER shall indemnify and hold ATLANTIC HARDCHROME harmless from and against any and all claims, demands, causes of action, loss, cost, damage and expense arising out of or in connection with the performance or non-performance of the work, irrespective of the cause of the claims including the negligence or other fault of ATLANTIC HARDCHROME, or strict liability, and regardless of whether the action or claim is based on CONTRACT, tort, statute or otherwise, including, without limitation, claims arising from injuries (including death) to any person (including employees of ATLANTIC HARDCHROME and the CUSTOMER) and loss of or damage to property, in any way sustained, or alleged to have been sustained, in connection with or arising out of the performance or non-performance of the work by ATLANTIC HARDCHROME, its agents, employees or subcontractors.

Notwithstanding any provision to the contrary, ATLANTIC HARDCHROME shall not, in any event, be liable to the CUSTOMER for the indirect, consequential or economic losses or damages suffered by it, including, but not limited to, loss of profit or anticipated profit, loss of revenue, loss of savings, loss of sales, loss of margin, exclusion, loss of use, loss of product, downtime, loss of production or facility downtime, increased cost of working, loss of contract, loss of business, lost business opportunities or business interruption regardless of cause and even if caused or contributed to by the negligence, fault, strict liability, strict products liability, or breach of duty, statutory or otherwise of ATLANTIC HARDCHROME, and whether or not foreseeable, and CUSTOMER hereby releases ATLANTIC HARDCHROME in this regard.

11. FORCE MAJEURE

If the performance of any part of the CONTRACT is prevented or delayed by reason(s) or cause(s) beyond the reasonable control of ATLANTIC HARDCHROME, ATLANTIC HARDCHROME shall be excused from such performance to the extent that it is necessarily prevented or delayed thereby during the continuance or any such happening or event, and the CONTRACT shall be deemed superseded as long as and to the extent that any such cause(s) prevents or delays its performance.

12. TITLE

Title for the goods and risk of loss thereof shall pass to the CUSTOMER upon delivery by ATLANTIC HARDCHROME.

13. INTERPRETATION

Any inconsistency or conflict between different parts of the CONTRACT shall be resolved by the following order of priority:

- (a) provisions set out in the written quote by ATLANTIC HARDCHROME, if any;
- (b) these TERMS & CONDITIONS;
- (c) other CONTRACT documents and communication.

14. SUCCESSORS & ASSIGNS

The CONTRACT shall endure to the benefit of, and is binding upon, the parties hereto, their successors and permitted assigns.

15. GOVERNING LAW

The CONTRACT shall be interpreted, construed, governed by, and the relations between the parties are to be determined in accordance with the laws in force in the Province of Nova Scotia without reference to conflict of law's provisions.

16. CLAUSES SURVIVING TERMINATION

The provisions of sections 3, 5 to 10 inclusive, and sections 13 through 16 inclusive shall survive termination of the CONTRACT.