



Terms and Conditions

- Supply of Goods and Services.** Corrosion Service Company Limited ("Corrosion Service") shall perform the services ("Services") and supply the goods ("Goods") specified on the face of a purchase order or invoice (the "Invoice") the buyer ("Buyer") accepted by Corrosion Service in compliance with the provisions of the Invoice (including model numbers and quantities) and these terms and conditions ("the Terms and Conditions"), which shall be applicable to every sale or provision of Goods and/or Services. The Services shall be deemed to include all services, tasks, duties, functions and responsibilities that are reasonably inherent or necessary or customarily provided as part of the Services even though they may not be fully described in the Invoice. The Buyer agrees that Corrosion Service has not granted any exclusivity to the Purchaser.
- Delivery of Goods.** All shipping or delivery dates for the Goods and/or Services to be provided by Corrosion Service are approximate only and are based on Corrosion Service having received from the Buyer all information required by Corrosion Service to provide, ship and deliver said Goods and/or Services.
- Packing.** All Goods shall be suitably packed for safe and lawful shipment and each package shall display a copy of the applicable Invoice or other document as required by Corrosion Service. Except as may be provided otherwise on the face of an accepted Invoice, all freight, insurance and other shipping expenses, as well as any packing expenses, are the responsibility of the Buyer.
- Risk and Title.** Except as may be provided otherwise on the face of an accepted Invoice, risk of loss or damage to the Goods shall pass from Corrosion Service to Buyer at the earlier of the time Goods are transferred to the Buyer or are loaded onto a carrier for transport at Corrosion Service's premises. Title to the Goods shall pass to the Buyer on the Buyer making payment in full for the Goods or on the delivery of the Goods, whichever occurs later.
- Inspection and Acceptance.** Immediately upon Buyer's receipt of the Goods shipped or Services performed, Buyer shall inspect same and notify Corrosion Service in writing of any claims for non-conformance, damage or shortages. Failure to give written notice of any non-conforming Goods or Services with two (2) days of receipt or performance shall be deemed acceptance by Buyer and shall release any and all claims against Corrosion Service for non-compliance, damage or shortages.
- Returned Goods.** No goods may be returned to Corrosion Service without prior written permission from Corrosion Service. Corrosion Service reserves the right to decline all returns or to accept them subject to a 25% handling/restocking charge. Even after Corrosion Service has authorized the return of goods for credit, Corrosion Service reserves the right to adjust the amount of any credit given to Buyer on return of the goods based on the conditions of the goods on arrival in the Corrosion Service warehouse. Credit for returned goods will be issued to Buyer only where such goods are returned by Buyer and not by any subsequent owner of the goods. Goods will be considered for return only if they are in their original condition and packaging and deemed to be resalable. Non-Stocked Catalog, Custom, Special or built to order Products CANNOT be returned for credit under any circumstances.
- Price Protection.** Unless otherwise specified by Corrosion Service in an accepted Invoice, Corrosion Service's price for the sale of the Goods and/or Services will remain in effect for thirty (30) days from the date of quotation.
- Invoicing.** Corrosion Service shall invoice the Buyer for all Goods and Services after or upon delivery of the Goods or the Services rendered, as the case may be.
- Terms of Payment and Collection.** Unless specified otherwise in an accepted Invoice, the Buyer shall pay Corrosion Service the price of the Goods and/or Services within thirty (30) days from the date of the Invoice. The purchase price specified for all Goods and Services excludes all taxes, duties, customs and assessments, which shall be payable by Buyer in addition to the purchase price. Time is of the essence for all payments. Corrosion Service may charge interest on overdue payments, commencing on the day on which the amount became payable, calculated at the rate of 2% per month compounded monthly. If the Buyer does not pay the purchase price for all Goods and Services (with applicable taxes, duties, customs and assessments) in full within said thirty (30) day period, Buyer shall reimburse Corrosion Service for all fees and disbursements (including collection agency, legal and other professional fees and expenses) incurred by Corrosion Service in pursuing payment.
- Insurance, Bonds and Workers Compensation.** Insurance certificates in relation to bodily injury and general commercial liability insurance with limits of at least \$2,000,000.00 per occurrence/\$4,000,000.00 aggregate per project, as well as compliance with respect to the applicable worker's compensation legislation, will be furnished by Corrosion Service upon the Buyer's request. The premium for any insurance in excess of \$2,500,000.00 per occurrence and \$5,000,000.00 in the aggregate per project shall be payable by the Buyer in addition to any quoted price. The cost to Corrosion Service to obtain any required performance, materials and/or labour bonds will be payable by the Buyer in addition to any quoted price. Where Corrosion Service or its subcontractors or its personnel are performing work for the Buyer at a site designated by the Buyer, it shall be the Buyer's responsibility to ensure the site conforms to all applicable workplace safety legislation and obtain all applicable work permits. The Buyer will be responsible for the receipt and storage of materials delivered to a Buyer-designated site.
- Personnel.** The Invoice quote price is conditional upon the Services being performed by non-unionized Corrosion Service employees or independent contractors. If unionized personnel are required, Buyer shall be responsible for the selection, provision and performance of same under the technical direction of and at no cost to Corrosion Service.
- Currency.** All amounts stated in and payable under an Invoice will be denominated and payable in Canadian dollars unless otherwise provided on the face of the Invoice.
- Documentation.** Corrosion Service shall supply the Buyer with any Goods or Services related documentation specified in the Invoice. At Buyer's request, Corrosion Service may, in its discretion, furnish technical assistance and information with respect to Corrosion Service's Goods. Corrosion Service makes no warranties of any kind or nature, express or implied, with respect to technical assistance or information provided by Corrosion Service or its personnel. Any suggestions by Corrosion Service regarding use, selection, application or suitability of Goods shall not be construed as an express warranty unless specifically designated as such in writing signed by an authorized representative of Corrosion Service.
- Specifications.** Buyer warrants that any documents, drawings, designs or specifications furnished to Corrosion Service by Buyer or any party acting on behalf of, or under direction from, Buyer are complete, accurate and may be reasonably relied on by Corrosion Service. Corrosion Service shall have no liability for errors, omissions or inconsistencies in any such specifications.
- Confidentiality.** Each party agrees to hold all Confidential Information, herein defined, of the other party in confidence and to use Confidential Information solely in relation to the supply of the Goods and/or Services. The term "Confidential Information" shall include all technical, business, pricing, financial, and other information of a confidential nature of, or related to, one party that is disclosed or made available to, or accessed by, the other party or its representatives, directly or indirectly, through any means of communication. Confidential Information does not include information that (a) becomes part of the public domain other than through the receiving party (b) was previously known by the receiving party (c) is or was disclosed by a third party without an obligation to keep such information confidential or (d) is required to be disclosed by law or by judicial order.
- Indemnification.** To the fullest extent permitted by law, Buyer agrees to defend, indemnify and hold harmless Corrosion Service and its directors, officers, employees and agents (collectively "Corrosion Service Indemnitees") from and against any and all liability, losses, costs (including costs of litigation or other dispute resolution and attorneys' fees), claims and causes of action in favour of any and all persons arising out of, resulting from, or in any way attributable to the negligent act or acts or omissions of the Buyer or its agents or any other party for which Corrosion Service Indemnitees may be liable to the fullest extent permitted by law. Buyer further agrees that where other consultants or contractors are employed in the work, Buyer will not hold Corrosion Service responsible for any loss, damage or injury caused by any fault or negligence of such other consultants or contractors.
- Release of Liability for Buried Pipelines.** If necessary for the performance of Services, Corrosion Service will contact the appropriate jurisdictional authority to identify and locate any buried public utilities at least seventy-two (72) hours prior to commencing the Services on site and Corrosion Service will also attempt to locate any buried metallic piping prior to commencing Services on the site. Buyer will provide Corrosion Service with accurate, dimensioned, reliable site piping and utility plans ("as-built site drawings") which depict, at a minimum, the precise location of all underground storage tanks and all below ground fuel, vent, air, water, or natural gas piping and electrical/instrumental conduits (collectively, "below-ground hazards") at least three (3) days in advance of the date Corrosion Service is to commence Services on the site. If Buyer fails to provide as-built site drawings, or if any as-built site drawings provided by Buyer are inaccurate or fail to identify the location of all below-ground hazards, Buyer agrees that Corrosion Service will not be liable to Buyer for any damages, liability or claims arising from any below-ground hazard or a release of petroleum products or other hazardous material, in the course of Corrosion Service's performance of the Services, including any such damages caused by the negligence of Corrosion Service or its employees. In addition, Buyer will indemnify and hold Corrosion Service harmless from any such damages, costs, liabilities or claims made by third parties, including governmental agencies.
- Limitation on Liability.** In no event shall Corrosion Service or its affiliates be liable to Buyer, its employees, sub-contractors, agents, 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 Corrosion Service 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 Corrosion Service in connection therewith. Buyer expressly acknowledges and agrees that the aggregate liability of Corrosion Service and its officers, directors, shareholders, associates, contractors, employees and agents for any and all claims, costs, expenses, losses, proceedings, injuries and fines, directly or indirectly relating to or arising from the Services or provision of Goods, including without limitation, any damage, loss or injury to person or property, even injury resulting in death, shall be limited to \$2,000,000.00 per incident and \$4,000,000.00 in the aggregate per project (collectively, the "Cap") The Buyer shall indemnify Corrosion Services and its affiliates from any and all liability arising out of, resulting from or relating in any way to this agreement or acts or omissions of Corrosion Service therewith in excess of the Cap.
- Export Compliance.** Corrosion Service's Goods and/or Services are subject to Canadian 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 Goods or Services. By purchasing the Goods and/or Services, Buyer represents it is not in a sanctioned country nor is Buyer an individual or an entity whose purchase of the Goods and Services is restricted by the Export Laws.
- Force Majeure.** Corrosion Service shall be excused from the performance of any term or condition of this sale or provision of the Goods, and/or Services, respectively, when and to the extent that performance is delayed or prevented by any cause beyond its reasonable control, including, without limitation, acts of God, wars, riots, fire, labour unrest, inability to obtain materials or components, explosions, accidents, governmental requests, laws, regulations, orders, actions or interruption of computer or telecommunication systems. If such an event occurs, the shipping date and the price of the Goods and/or Services to be provided by Corrosion Service may be revised by agreement made between the Buyer and Corrosion Service or Corrosion Service may at its option cancel the sale of the Goods and/or Services or agreement to provide same.
- Termination by Buyer.** The Buyer may terminate its purchase of Goods and/or Services conditional upon advance written notice to Corrosion Service, provided that Buyer pays Corrosion Service for all Goods and/or Services shipped or delivered up to the date of termination and any and all costs, expenses, losses, dismantling, cancellation and restocking charges incurred by Corrosion Service prior to notice of termination and/or arising from such termination.
- Survival of Obligations.** All obligations which expressly or by implication are intended to survive termination of an Invoice shall survive termination of an Invoice.
- Governing Law and Attornment.** The Invoice and these Terms and Conditions shall be governed by the laws of the Province of Ontario without regard to the choice or conflicts of law provisions of any jurisdiction, and the parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario located in the Region of Peel for the resolution of all disputes.
- Entire Agreement.** The Invoice and these Terms and Conditions constitute the entire agreement between parties with respect to its subject matter. It may not be modified and no provision may be waived except by a written agreement signed by Corrosion Service and Buyer. Any conflicting or additional terms and conditions which may be contained in Corrosion Service's or Buyer's bills of lading, documents or other forms in connection with the Invoice and these Terms and Conditions, shall be null and void and of no force and effect.
- Remedies Cumulative.** No remedy conferred upon a party (including a refund, indemnification or termination right) shall exclude any other legal or equitable remedy and all remedies shall be cumulative.
- 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 or other written agreement between Corrosion Service and Buyer signed by an authorized representative of Corrosion Service prior to the date of the Invoice; (b) terms stated on the face of the Invoice; (c) the Warranty Certificate; (d) these Terms and Conditions; and (e) any other contract documents. All notices and communications required by this Agreement shall be delivered, in writing, to the Corrosion Service address stated on the Invoice.
- Assignment.** Corrosion Service may assign or delegate its rights or obligations under the contract to any third party (including subcontractors) upon prior written notice to the Buyer. The Buyer may assign the contract effective upon notice to Corrosion Service. Subject to the foregoing provisions, the contract and these Terms and Conditions shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- Language.** The parties hereby confirm their express agreement that this Agreement and all documents directly or indirectly related thereto be drawn up in English. LES PARTIES RECONNAISSENT LEUR VOLANTE EXPRESSE QUE LA PRESENTE CONVENTION AINSI QUE TOUS LES DOCUMENTS QUI S'Y RATTACHENT DIRECTEMENT OU INDIRECTEMENT SOIENT REDIGES EN LANGUE ANGLAISE.

Warranty

- Corrosion Service Warrants that:**
 - Goods and workmanship provided will be free of defects, will comply with applicable laws including all regulations and all requirements of any governmental authorities, will be free of liens or encumbrances, and will be fit for their intended purposes.
 - Goods provided by Corrosion Service will function in accordance with the specifications published or otherwise made available or represented by Corrosion Service.
 - Services provided by Corrosion Service shall be performed diligently and expeditiously, in a professional manner, in compliance with industry standards and with appropriate levels of personnel.
- Remedy.** Corrosion Service's sole obligation in the event of a warranty claim by Buyer shall be to repair or replace (at Corrosion Service's option) the defective Good or Service which Corrosion Service provided, at no charge to the Buyer, save only to Buyer's obligation to pay for Corrosion Service's travel costs, time and expenses incurred.
- Limitation Period.** The warranties set forth in section 1 shall survive for a period of one (1) year from the date of delivery and acceptance of the Goods and completion of the Services, as applicable. All claims shall be made in writing by the Buyer and must be received by Corrosion Service within the one-year period.
- Exclusions.**
 - Goods manufactured by any third party and provided by Corrosion Service or Services provided by entities who are not Corrosion Service shall be subject to the manufacturer's/providers standard warranty and, notwithstanding anything to the contrary, Corrosion Service shall have no liability for correcting any defect in the materials and workmanship of such products and/or services. Corrosion Service shall make reasonable commercial efforts to assist the Buyer in making a warranty claim pursuant to standard warranty.
 - This warranty will not apply where repair or replacement of the Goods or Services is caused by abuse, accidental damage, misuse, improper installation by the Buyer, use of unauthorized parts, unsuitable power sources or environmental conditions, or improper preventative maintenance of the Goods.
- CORROSION SERVICE'S WARRANTY OBLIGATIONS ARE PROVIDED IN THE WARRANTY CERTIFICATE ABOVE. CORROSION SERVICE EXPRESSLY DISCLAIMS ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYER ACKNOWLEDGES THAT ITS REMEDIES UNDER THE ABOVE WARRANTY AND THESE TERMS AND CONDITIONS ARE THE EXCLUSIVE REMEDIES AVAILABLE FOR ANY BREACH OF ANY WARRANTY BY CORROSION SERVICE.**
- Language.** The parties hereby confirm their express agreement that this Agreement and all documents directly or indirectly related thereto be drawn up in English. LES PARTIES RECONNAISSENT LEUR VOLANTE EXPRESSE QUE LA PRESENTE CONVENTION AINSI QUE TOUS LES DOCUMENTS QUI S'Y RATTACHENT DIRECTEMENT OU INDIRECTEMENT SOIENT REDIGES EN LANGUE ANGLAISE.

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