CORIX TERMS AND CONDITIONS

1. APPLICATION. The following terms and conditions ("Terms and Conditions") apply to each supply by Corix to a Purchaser of goods, materials or equipment (collectively and individually "Goods") and all associated installation services performed by Corix, if any ("Services"). The Terms and Conditions supersede all terms and conditions provided by Purchaser and all previous agreements, offers and proposals relating to Goods and Services, whether oral or written. No exception to, amendment, variation or supplementation of the Terms and Conditions will be valid except as expressly agreed by Corix in a current written order, quotation or contract pertaining to a particular order of Goods or Services. All clerical errors are subject to correction by Corix.

2. ORDERS. All orders for Goods and Services are subject to acceptance by Corix. Placement of an order constitutes full acceptance by Purchaser of the Terms and Conditions and creates a binding contract between Purchaser and Corix on that basis.

3. PRICE AND PAYMENT. Corix's prevailing prices for Goods and Services at the time of shipment or installation, as the case may be, will apply, except as otherwise provided in a written order, quotation or contract. Quoted prices automatically expire 30 days from the date of issuance or on such other date as provided in a written order, quotation or contract and reflect Goods being provided FCA (Incoterms 2000) Corix warehouse in accordance with Section 6 below.

   Except as otherwise expressly provided in a written order, quotation or contract, Purchaser will bear and pay all costs associated with shipping and all other costs associated with any change in shipping or installation dates for Goods and Services, including but not limited to storage costs, transportation costs (including all applicable truck standby and off-loading charges) and costs charged by material suppliers.

   Corix may, in its sole discretion, require advance payment or security for Goods and Services. Where advance payment is not required, Goods and Services will be invoiced at the time of shipment or installation, as applicable. Goods held in factory or otherwise beyond the scheduled shipping or completion date at the request of Purchaser will be invoiced on date of completion or shipping, as applicable. Payment terms are net 30 days from the invoice date. Purchaser will not set off or set up compensation for any amount owing by Purchaser to Corix against any other amount whatsoever. Corix may, in its sole discretion, set off, set up compensation, or otherwise apply Purchaser's payment against any amounts owing by Purchaser. Purchaser will pay interest on overdue accounts at the rate stipulated on the face of the invoice, or if no rate is stipulated, at a rate equal to the lesser of: (a) 2% per month (a compounded rate of 26.8% per annum, calculated monthly); and (b) the maximum legal interest rate.

4. FAILURE TO PAY. If Purchaser fails to pay Corix in accordance with the Terms and Conditions, or otherwise fails to comply with any part hereof, Corix may, in its sole discretion (and in addition to any other legal remedies it may have) make a lien, hypothec, or exercise a right of retention on Goods or any portion thereof and/or cancel any unfulfilled portion of the order. Purchaser will remain liable for all unpaid accounts, plus interest, as well as, to the extent permitted by applicable law, all costs incurred by Corix to collect outstanding accounts, including costs on a solicitor and own client basis.

5. DESIGN AND SPECIFICATION CHANGES; ACTUAL WEIGHT AND DIMENSIONS. Designs and specifications of Goods as listed in Corix's catalogues, specification sheets and marketing materials (collectively, "Goods Material") are subject to change without notice.

   Without limiting the generality of the foregoing, shipping weights and dimensions of Goods are not guaranteed. Corix will not in any way be responsible for any discrepancy between actual weight and/or dimensions of shipped Goods and the weights and dimensions listed in Goods Material.

6. SHIPPING AND PACKING. All Goods will be packed appropriately for shipment and will be provided FCA (Incoterms 2010) Corix warehouse. Quoted prices include regular packing. Special requirements for packing will be subject to extra charges. Corix will not in any way be responsible for any loss, delay or breakage of Goods where the applicable carrier has confirmed receipt of Goods in good order. Any claim for breakage, loss, delay or damage of Goods is to be made to the carrier. Corix will provide reasonable assistance to Purchaser in securing adjustment of any such claims. In the absence of express directions by Purchaser, Goods will be shipped by the method and carrier that Corix selects.

7. CANCELLATION. No order may be cancelled or changed (in respect of specifications, shipping or installation dates or otherwise) except with Corix's written consent and Purchaser's agreement to compensate Corix for all additional expenses and other losses incurred in connection therewith.

8. FORCE MAJEURE. If Corix becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations hereunder, Corix may, in its sole discretion, elect to (a) suspend the obligations affected by the event of Force Majeure during the continuance of that inability or (b) cancel any order (in whole or in part) or change the shipping or installation dates. Corix will take reasonable steps to mitigate the Force Majeure and shall not be liable in any way for any delay or non-performance of its obligations hereunder as a result of Force Majeure. Force Majeure will not relieve or release Purchaser from its payment obligations under the Terms and Conditions.

   "Force Majeure" means an event beyond the reasonable control of Corix, including, without limitation, acts of God, earthquake, tsunami, storm, washout, landslide, avalanche or other extreme weather conditions, fire, flood, vandalism, explosions, strikes, lockouts or other industrial disturbances, unavailability of any goods, materials or equipment, acts of the Queen's or public enemies, wars, blockades, insurrections, riots, arrests, restraints or other civil disturbances, epidemics, restraints or prohibitions by any court or governmental board, department, commission or agency, and new or amended laws, and all other events of a similar nature which affect Corix, its suppliers and/or subcontractors.

9. GOODS WARRANTY. Subject to the provisions of this Section 9, Corix will, within the 12 month period following the date of shipment or installation (as applicable) of new Goods, replace or repair defective Goods if such defect was caused directly by defective workmanship or materials of Corix, provided Corix will not be responsible in any way for any defect that results from: (a) Purchaser's improper installation, removal, use or handling of such Goods, (b) any attempt to operate such Goods above rated pressure, capacity or voltage (whether intentional or not), (c) any unauthorized repair or adjustment of Goods by or on behalf of Purchaser, or (d) any other cause whatsoever beyond the control of Corix. The foregoing warranty is subject to: (a) Purchaser promptly (and prior to returning any Goods to Corix) notifying Corix in writing of any defect in Goods and all pertinent details and information, and (b) in Corix's sole discretion, onsite inspection of Goods by Corix prior to any removal of Goods.

   In all applicable cases, Purchaser will include a Material Safety Data Sheet and a Corix issued warranty return authorization number with Goods returned to Corix pursuant to the warranty set out in this Section 9. Returned, defective Goods under warranty will be replaced or put in operating condition by Corix, free of charge except transportation charges, and such repair or replacement will satisfy all obligations of Corix to Purchaser in respect of such defective Goods. All costs associated with repairs made by Corix outside of the parameters of this warranty or the applicable warranty period will be borne solely by Purchaser. THIS WARRANTY IS EXCLUSIVE. CORIX EXPRESSLY DISCLAIMS, AND PURCHASER EXPRESSLY WAIVES, ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES, WHETHER ORAL OR WRITTEN, IMPLIED OR STATUTORY IN RESPECT OF GOODS OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

   Notwithstanding the foregoing, where Corix is not the manufacturer of Goods, Purchaser's sole recourse for defective Goods will be to the manufacturer's express warranty, if any.

10. SERVICES WARRANTY. Corix will perform Services in a professional manner consistent with applicable industry standards. Except as otherwise provided in a written order, quotation or contract, Corix will, within the period of 30 days following the date of installation of Goods, repair any defective workmanship in Services. THIS WARRANTY IS EXCLUSIVE. CORIX EXPRESSLY DISCLAIMS, AND PURCHASER EXPRESSLY WAIVES, ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES, WHETHER ORAL OR WRITTEN, IMPLIED OR STATUTORY IN RESPECT OF SERVICES OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. RETURNS. No return of Goods will be accepted without Corix's specific, prior written approval. In no case will credit or a refund be issued for any size or design of Goods other than Corix's regular line, then in active demand. Obsolete or specially manufactured Goods will only be accepted by Corix for credit or a refund to the extent of their value to Corix (as determined by Corix). Credit or refund will be based on prices prevailing at the time of return, or the invoiced price, whichever is lower, subject to a minimum restocking fee, deductions for handling and any additional expenses incurred in restoring such returned Goods to salable condition. No credit or refund will be issued to anyone other than the original Purchaser. Freight on authorized returns must be prepaid to Corix's designated receiving point.

12. INTELLECTUAL PROPERTY. All jigs, fixtures, dies, tools and patterns used in the manufacture or supply of Goods will at all times be and remain the sole property of Corix, regardless of whether any costs related thereto are paid by Purchaser.

    No copyrights, patents, trademarks or any other intellectual property rights are assigned to Purchaser hereunder. Corix shall own or continue to own all intellectual property used or created in connection with Goods or Services.

    This Section 12 shall survive termination of the Terms and Conditions.

13. SUBCONTRACTING; ASSIGNMENT. Corix may subcontract performance of Services or any part thereof without the need for notice to or consent of Purchaser.

    Purchaser may not assign, transfer or delegate any of its rights or obligations under the Terms and Conditions and will at all times remain liable to Corix for the full purchase price of Goods and Services. Corix will not be bound by any purported transfer to a third party of any part of such liability.

14. LIMITATION OF LIABILITY. Corix disclaims any liability or responsibility for (a) Purchaser's calculations, drawings, plans or specifications or for Corix's interpretation thereof, or (b) any loss or damage resulting from Purchaser's failure to abide by warnings, safety instructions or other precautionary guidelines relating to Goods and Services.

    Notwithstanding any other provision of the Terms and Conditions, Corix will not be liable for: (a) any special, indirect, consequential or incidental damages of Purchaser or any third party whatsoever, including without limitation compensation for lost profits or revenue, labour costs, or failure to realise expected savings, or (b) any amount in excess of the total price for Goods and Services provided under the relevant order, quotation or contract, arising in any way in connection with the supply, repair or replacement of Goods and Services, including without limitation any failure by Corix to meet any specified shipping date or any condition set forth in the Terms and Conditions, or any negligent act or omission.

    This Section 14 shall survive termination of the Terms and Conditions.

15. CLAIMS. Except for warranty claims under Sections 9 and 10 which shall be made within the timelines set out therein, all claims under the Terms and Conditions or in connection with Goods or Services must be made within 90 days of the invoice date for such Goods or Services.

16. INDEMNIFICATION. Purchaser agrees to defend, indemnify and hold harmless Corix from and against all claims, liabilities, demands, damages, losses, costs and expenses, at law or in equity, of every kind and nature whatsoever (collectively, "Losses"), to the extent arising out of the use of Goods, except to the extent such Losses arise out of a breach of the Terms and Conditions by Corix. This Section 16 shall survive termination of the Terms and Conditions.

17. TAXES. All taxes and duties of any nature whatsoever arising out of or now or hereafter levied in respect of Goods or Services or any part thereof will be added to the quoted price or invoice for Goods and Services and borne and paid solely by Purchaser. If Corix is required to pay any such taxes or duties in respect of Goods and Services, Purchaser will promptly reimburse Corix for same. Purchaser will provide to Corix at the time it places an order all applicable exemption certificates and other documents that may be accepted by a tax or customs official in lieu of such taxes and duties.

18. APPLICABLE LAW. The Terms and Conditions and the respective rights and obligations of Purchaser and Corix hereunder are governed by and will be construed according to the laws of the jurisdiction of the Corix location from which Goods are shipped. Corix will in no way be responsible or liable for any import duties, laws, regulations or taxes imposed by any foreign country in respect of Goods. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Terms and Conditions or to their relationship.

19. WAIVER. No delay or failure by Corix to exercise any provision of the Terms and Conditions shall be construed or shall operate as a waiver thereof. No waiver of a provision of the Terms and Conditions or of any breach by Purchaser of its obligations hereunder shall be effective unless made in writing. Such a waiver shall not be deemed to constitute a waiver of any other provision of the Terms and Conditions.

20. SEVERABILITY. In the event any provision of the Terms and Conditions is held to be void, null, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Terms and Conditions and replaced automatically by a provision containing terms as nearly like the void, null, unlawful, or unenforceable provision as possible; and the Terms and Conditions, as so modified, will continue to be in full force and effect.

21. LANGUAGE. The parties have expressly requested that the Terms and Conditions and all documents relating to an order be in the English language. *Les parties ont expressément demandé que les Termes et Conditions ainsi que tous les documents ayant trait à une commande soient rédigés en langue anglaise.*