

ADDITIONAL TERMS AND CONDITIONS

1. **PURCHASE PRICE:** The price set forth on the Order shall in no event be increased without Duvaltex (Canada) Inc., hereinafter referred to as "BUYER", express consent, either initial oral consent to be confirmed in writing or written consent, given by a duly authorized agent of Buyer. If the price on this Order is incorrect, Seller must immediately notify Buyer before processing this Order. Seller may notify Buyer in writing or orally of the incorrect price, but if said notice is oral, Seller shall confirm this price correction in writing. If Seller processes any part of this Order or delivers any of the goods hereunder, Seller warrants that the prices for the articles sold to the Buyer under this Order are not less favorable than those currently extended to any other customer for the same or like articles in equal or similar quantities. In the event Seller reduces its prices for such article during the term of this Order, Seller agrees to reduce the prices hereof correspondingly.
2. **PACKING:** All goods ordered hereunder shall be suitably packed and marked so as to comply with the shipping instructions found on this Order. Unless otherwise set forth on the Order, Buyer shall not be charged for packing, boxing, marking, cartage or storage. Buyer's records will be accepted as final and conclusive with respect to all shipments which are not accompanied by invoices or shipping documents indicating quantities shipped. Shipments must be made in the quantities specified on the Order and any overshipments, which can be accepted if it (overshipment) less than a 10% of the Order, shall be approved before the shipment as it will be rejected by Buyer in its sole discretion.
3. **BUYER'S INSPECTION-DEFECTIVE GOODS:** Buyer shall inspect the goods in a reasonable and timely fashion for quality, quantity and otherwise. Buyer's dealing with the goods in this respect shall not be deemed an acceptance of the goods which would, in any manner, limit or modify any rights of Buyer hereunder. Buyer shall have the right to reject any or all of said goods which are in Buyer's judgement defective. In the event of Buyer's rejection of any goods purchased hereunder, Buyer will, within a reasonable time, notify Seller in writing as to the goods rejected and will request instructions from Seller with respect to the disposition of such rejected goods. Pending receipt of Seller's instructions, Buyer shall hold any rejected goods at Seller's risk and expense. In addition to Buyer's other rights, Buyer may charge the Seller all expenses of unpacking, examining, repacking and reshipping of such rejected goods. In the event Buyer receives goods whose defects or nonconformity is not apparent on examination, Buyer reserves the right to require the replacement (or full refund), as well as payment of damages. If Seller fails, within a reasonable time, to furnish Buyer with instructions as to the disposition of such rejected goods, Buyer may return the rejected goods to Seller at Seller's expense. Any complaint, claim, notice of any defect or notice of breach, whether with respect to quality, quantity, or any other defect or breach, shall be considered to be timely if it is made by Buyer within thirty (30) days after Buyer discovers or learns of the existence thereof.
4. **LEGAL COMPLIANCE:** Seller shall comply with all applicable laws and regulations governing the manufacture, transportation and sale of goods or services to be provided under this Order, and shall be responsible for such compliance by all of its subcontractors. In Canada, these may include, but are not limited to, Environment Canada regulations applicable to hazardous materials.
5. **DELIVERIES:** The terms of delivery are as stated on the reverse side hereof. Time of delivery is of the essence of this Order. Acceptance by Buyer of a late delivery of either the whole or part of the goods under this Order shall not constitute a waiver of Buyer's claim for any damages resulting from the late delivery. Moreover, in the event (i) that any of the goods delivered hereunder do not comply with this Order or (ii) of non-delivery or delivery on a date unreasonably later than the date specified herein or (iii) of any other breach by Seller, Buyer may, in addition to any other rights and remedies available to Buyer, (A) rescind this Order in whole or in part, (B) refuse to accept delivery of all or any part of the goods ordered hereunder and/or (C) return all or any part of the goods ordered hereunder. If due to delivery delays, Buyer finds it necessary to call upon Seller for premium transportation the responsibility for the price differential between the specified transportation and the premium transportation shall be paid by Seller. Goods which are delivered in advance of schedule are delivered at the risk of Seller and may, at Buyer's option, be returned at Seller's expense for proper delivery and/or have payment therefor withheld by Buyer until the date that the goods are actually scheduled for delivery.
6. **SELLER'S WARRANTIES:** Seller hereby represents, warrants and guarantees as follows:
 - (a) That the material will conform to the specifications, drawings, samples or other description specified by Buyer or if none are so specified, to Seller's standard specifications for such material, will be new and unless specified to the contrary on the Order, will be free from defects in material and workmanship and will be free of all liens and encumbrances and will conform to any affirmation on its container or label;
 - (b) That Seller has good marketable title to the material and that the transfer hereof is rightful;
 - (c) That said goods are of merchantable quality, free from any and all latent or patent defects;
 - (d) That the goods are fit for their particular purpose if Seller knows or should know the purpose for which Buyer intends to use them;
 - (e) That Seller will indemnify and hold harmless Buyer, its directors, officers, employees and agents from any loss, claim, damage, liability or expense, including but not limited to counsel fees, resulting from Seller's failure to furnish material or perform services that conform with any warranty or other obligation herein;
 - (f) The goods ordered hereunder and the production and sale thereof do not, and will not, infringe any patent right, trade name, trademark, copyright, patent, design, right of privacy, or any other right arising out of or relating to the goods; and
 - (g) Goods not in accordance with this paragraph 6 shall be subject to the terms of paragraph 3 and may be rejected by Buyer in accordance with the terms thereof. The foregoing shall not limit any other rights which Buyer may have pursuant hereto or by reason of any breach of warranty.

Seller may not negate, exclude, limit or modify any warranty otherwise available to Buyer under this paragraph. Any terms in Seller's acknowledgment, sale literature, quotations or any other documents which are in conflict with or in addition to these terms stated on the Order are hereby waived by Seller, except to the extent they are more favorable to the Buyer (in Buyer's opinion) than the terms stated on this Order.
7. **SELLER'S BREACH:** If Seller breaches this contract or any portion thereof, or if Seller has manifested an intention not to perform in accordance with the provisions hereof, Buyer may, by written notice, terminate the contract without further liability to Seller. This right is in addition to any remedy provided elsewhere herein. In such case, Seller shall remain liable to Buyer for damages sustained by Buyer including, but not limited to, any difference between the contract price of the goods hereunder and the price paid by Buyer to replace them. Each of the rights and remedies reserved by Buyer in this Order shall be cumulative and additional to any other or further remedies provided in law or equity.
8. **SELLER'S INDEMNIFICATION:** Seller hereby agrees to indemnify, defend and hold Buyer, its directors, officers, employees, agents, guests and visitors harmless from any and all loss, costs, damage, personal injury (including death at any time resulting therefrom), claims or liability arising directly or indirectly on account of this Order, of performance or breach thereof or arising out of, or resulting in any way from any defect in the goods or services purchased hereunder or from any act or omission of Seller, its agents, employees or subcontractors.
9. **WORK ON BUYER'S PREMISES:** If the accomplishment of this Order requires delivery, or performance of services or labor in the plants or on the premises of Buyer, Seller agrees that the following conditions shall apply unless the work is to be performed pursuant to specific conditions agreed in writing by Buyer and Seller, in which event such conditions shall govern the work to be performed on the Buyer's premises:
 - (a) Seller will comply with all of Buyer's rules, regulations and instructions that are provided by Buyer to Seller;
 - (b) Seller will carry, at its own cost, and furnish Buyer with proof of, liability insurance coverage against all potential claims arising out of the performance on Buyer's premises of the work covered by this Order and such coverage shall provide for thirty (30) days prior written notice to Buyer before such insurance may be cancelled. Buyer, acting reasonably, shall be entitled to specify the terms, coverage, conditions and limitations of said insurance and Seller shall comply therewith;
 - (c) Proof of coverage as required herein shall consist of a certificate or certificates of insurance issued by Seller's insurance carrier, or carriers, setting forth the amounts of the coverage, policy numbers, expiration dates and the necessary contact information for obtaining confirmation that the policy is effective at the time of performance of the work covered by this Order;
 - (d) Seller at all times will indemnify, release, protect, defend and hold Buyer, its directors, officers, employees, agents, guests and visitors, harmless from and against any and all loss, liability, expense, claims or demands arising from personal injury (including death at any time arising therefrom), or property damage to any person including Seller and Buyer, occurring as a direct or under result of, or in any manner connected with the performance of work upon Buyer's premises under this Order unless such personal injury, including death at any time arising therefrom, or property damage shall be caused solely by the gross negligence of Buyer, and Seller shall at its expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.
10. **ENTIRE AGREEMENT:** Except when issued to carry out a written contract between the parties, the terms and conditions set forth in this Order constitute the entire agreement between the parties regarding the subject matter hereof, and no oral conversations or ancillary documents shall become a part hereof. The terms and conditions of this Order may only be amended, supplemented or otherwise modified by written agreement of the parties.
11. **JURISDICTION AND ARBITRATION:** The parties agree that any claim or controversy whatsoever arising from or related to the interpretation, application, performance, term, validity or effects of this Order shall be submitted to the competent court in the Judicial District of Quebec City (Province of Quebec, Canada) for the hearing of the said claims to the exclusion of any other jurisdiction that may otherwise be competent under the provisions of applicable law. However, the Buyer, in its sole discretion, may require that any such claim or controversy shall instead be submitted to arbitration in the English language in Quebec City (Province of Quebec, Canada) under the rules of the Quebec Code of Civil Procedure. The parties agree that the arbitrators sitting in any such controversy shall have no power to alter or modify any express provision of this Order, or to make any award which by its terms effects such alteration or modification. Judgment upon the award rendered may be entered by any court having jurisdiction. The decision of the arbitrators shall be final and binding on the parties. Any provisional remedy (including, without limitation, injunctive or other equitable relief) which, but for this provision to arbitrate disputes, would be available at law, shall be available to the parties hereto pending arbitration.
12. **SUCCESSORS AND ASSIGNS:** All of Seller's representations, warranties, guarantees and covenants shall be binding upon the successors and assigns of Seller and shall inure the benefit of Buyer, its successors, assigns and customers and to the benefit of the users of Buyer's products.
13. **SURVIVAL OF REPRESENTATIONS:** All representations, warranties and guarantees of Seller hereunder shall survive the delivery of the goods to Buyer and the payment of the purchase price thereof by Buyer.
14. **CAPTIONS:** The captions in this Order are for convenience only and shall not limit or otherwise affect any of the terms or conditions of this Order.
15. **WAIVER:** Any waiver by Buyer of any default or other breach of this Order shall not constitute a waiver of any subsequent default or other breach.
16. **GOVERNING LAW:** This Order and the construction of the provisions hereof shall be construed and interpreted in accordance with the substantive laws of the province of Quebec and the laws of Canada applicable therein.
17. **NOTICES:** All notices required to be given under this contract may be given either orally, or by mail to the respective parties at the addresses shown on the Order. In the event oral notice is given, the party to whom notice is given may request that it be provided written confirmation of said oral notice. In this event, the party giving said notice shall comply with said request and promptly deliver said written notice.
18. **LIMITATION OF BUYER'S LIABILITY:** In no event shall Buyer be liable to Seller for anticipated profits or for special, indirect, incidental or consequential damages. Buyer's liability for any claim of any kind for any loss or damage arising out of or connected with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price applicable to the goods or services or unit thereof which gives rise to said claim. Buyer shall not be liable for penalties of any description.
19. **INGREDIENTS:** Seller will promptly furnish Buyer, upon Buyer's written request, a complete list specifying all ingredients in the composition of the goods and the amounts and percentages thereof. Thereafter, Seller will promptly advise Buyer in writing of all proposed changes in such composition for Buyer's approval.
20. **LANGUAGE:** The parties hereto declare that they have expressly requested that this Order and all Terms and Conditions, as well as all other documents related thereto, be drawn up in the English language only. *Les parties aux présentes déclarent qu'elles ont expressément demandé que ce Bon de Commande et tous ses Termes et Conditions, ainsi que tous les autres documents qui y sont reliés, soient rédigés en anglais seulement.*

TAX NUMBERS
