

PRICE QUOTES - MISCELLANEOUS CLAUSES

Prices Quoted

The prices quoted herein are based on production of the total quantity of [products] requested by the Customer and on the current costs of raw materials and labour. Any change affecting either of these factors shall result in an adjustment of the selling price.

Prices are subject to change due to any increased costs to the Manufacturer by reason of new or amended federal or provincial legislation or municipal by-laws.

Responsibility for Costs

Any extra costs associated with the cancellation or alteration of an order by the Customer shall be borne by the Customer.

Any costs associated with changes in specifications made by the Customer shall be assumed by the Customer, including without limitation the cost of any specialized tools or equipment.

The Customer shall pay all taxes, duties or levies payable hereunder, except for taxes on the Manufacturer's net income. The Customer shall also pay all transportation and freight charges, and all costs to the Manufacturer for specialized crating or shipping materials.

Indemnity

The Customer shall indemnify and hold the Manufacturer harmless against any loss, claim or expense resulting from any infringement of patents or trade marks arising from the Manufacturer's compliance with the Customer's specifications or designs.

The Customer shall defend, at its own expense, any claim, suit or proceeding which may be brought against the Manufacturer by reason of the manufacture or sale of [products] made to the Customer's specifications, including any proceedings in which the Manufacturer may be named as a third party.

The Customer shall indemnify and hold the Manufacturer harmless against any loss resulting from cancellation or deferment of any shipment by the Customer. Orders upon which the Manufacturer has commenced work cannot be cancelled or altered without the Manufacturer's written consent, which shall not be given until the Customer has indemnified the Manufacturer against all loss therefrom.

Shipping/Delivery Dates

It is understood by the Customer that any shipping dates quoted by the Manufacturer herein are estimates only. The Manufacturer shall not be held responsible or liable for any delays in shipment resulting from causes beyond its reasonable control, including, without limitation, fire, flood or acts of God, strikes, walk-outs, slow-downs, labour shortages, shortages or delays in delivery of raw materials, acts of government, embargoes, civil disorder or war, and the Manufacturer shall not be held liable for any indirect or consequential or special damages to the Customer on account of such delay.

THIS IS A 2-PAGE FORM.