

# Terms and Conditions

1. **ACCEPTANCE** This Quotation is an offer by Supplier to supply the quantity and type of Paratene™ described above (the "Product") to the person or persons to whom this Quotation is addressed (the "Customer") on the terms and conditions set out below. This Quotation may be withdrawn at any time before it is accepted by Customer. This Quotation is open for acceptance by Customer only within 30 days of the date hereof. This Quotation does not apply to subsequent orders from Customer for the same Product.
2. **ENTIRE AGREEMENT** This Quotation, upon acceptance by Customer, constitutes the entire agreement between the parties for the Supplier's supply of the Products described in this Quotation. Other than the Quotation as defined, there are no agreements, undertakings, representations, covenants, conditions, terms or reservations, oral or written, between Supplier and Customer respecting the subject matter of this Quotation. No change, alteration or modification of this Quotation is valid unless in writing and signed by an authorized signatory of Supplier, and no course of dealings is deemed to alter the terms hereof.
3. **TERMS OF AGREEMENT** This Quotation supersedes all previous quotations for the same subject matter from Supplier, and all purchase orders and terms and conditions from Customer. If there is any conflict or inconsistency whatsoever between this Quotation, and the terms and conditions of a purchase order or other document of Customer, then the terms and conditions of this Quotation govern, regardless of which document was first executed. Customer's receipt and acceptance of Product from Supplier also constitutes acceptance of and consent to the terms and conditions of this Quotation.
4. **SUPPLY OF PRODUCT** Supplier hereby agrees to sell to Customer the Product, with delivery to a common carrier for delivery to Customer within a reasonable time after Customer's communication of acceptance of this Quotation to Supplier. Supplier warrants and represents that it has good title to the Product, and the full right and authority to sell the Product to Customer. The Product upon sale to Customer shall be free and clear of all liens, claims, encumbrances, but are subject to those taxes, duties and charges for which Customer is responsible pursuant to this Quotation. Title in the Product transfers to Customer upon full payment of all amounts owed to Supplier pursuant to this Quotation.
5. **CHANGE ORDERS** Customer may modify, add or delete the quantities, types or specifications of any Product to be supplied pursuant to this Quotation. No such change is effective unless a written change order is issued and signed by an authorized signatory of Supplier. If a change order results in an increase in price or time required for supply of any part of the Product to be supplied pursuant to this Quotation, then Supplier may adjust the price, anticipated delivery date or both and such adjustments are binding upon Customer. All change orders issued by Supplier are subject to all the terms and conditions of this Quotation as if the change order formed part of this Quotation.
6. **SHIPPING** Supplier shall deliver the Product within a reasonable time after Customer's communication of acceptance of this Quotation to a common carrier for delivery to Customer. All Product is at the risk of Customer upon delivery of the Product to Customer, its agent or a carrier for shipment to Customer, whichever delivery first occurs. All shipments are ex Supplier's facility gate unless otherwise specified in this Quotation. All shipping and insurance charges and taxes and duties are for Customer's account unless otherwise specified in this Quotation. Supplier may deliver the Product in instalments. Unless specified otherwise in this Quotation, Customer shall arrange all loading, shipping and insurance at its own expense. Supplier is not liable for any delays in delivery, non-delivery or damage or breakage during delivery after Supplier has delivered the Product to the first of Customer, Customer's agent or a common carrier.
7. **ACCEPTANCE** Customer is deemed to have accepted the Product upon delivery of the Product to the first of Customer, Customer's agent or a common carrier for shipment to Customer.
8. **PRICE** All prices quoted are in Canadian Dollars unless stated otherwise in this Quotation. The prices quoted, unless stated otherwise in this Quotation, do not include taxes, duties or any other charges of any kind levied by any governmental or regulatory authority on the prices or any part of them, all of which taxes, duties and other charges are to the account of and shall be paid by Customer.
9. **PAYMENT** Unless specified otherwise in this Quotation, Customer shall pay 100% of the total price stated in this Quotation, plus 100% of all applicable taxes, duties and other charges required to be paid by Customer hereunder, to Supplier within 30 days from the date of the invoice. Customer shall pay Supplier interest monthly, calculated from the due date for each payment at the rate of 1.5% per month (18% per year) on all amounts which are outstanding for more than 30 days after payment is due, until the date of actual payment, whether before or after judgment. Customer shall pay all costs and expenses of Supplier incurred in collecting payment of any overdue amount or interest from Customer, including actual legal fees paid or payable by Supplier.
10. **DEFAULT AND TERMINATION** Either party may terminate this Quotation in part as to Product specified by the terminating party, or in full, at any time by written notice to the other party if:
  - (a) the other party does not cure a breach of this agreement within 30 days after receipt of written notice of breach from the party giving notice; or
  - (b) prior to completion of supply of Product, the party receiving notice has become insolvent, has assigned itself or has been petitioned into bankruptcy or a receiver has been appointed of any part or all of its business.
  - (c) If Customer terminates this Quotation pursuant to this clause, Customer shall forthwith pay Supplier an amount equal to the proportion of the Product actually delivered before the effective date of termination. Customer releases all claims it may have against Supplier as a result of Supplier's breach and the termination.
  - (d) If Supplier terminates this Quotation pursuant to this clause, Customer shall pay forthwith to Supplier the full amount required to be paid by Customer pursuant to this Quotation, to the extent not already paid by Customer.
11. **WARRANTY AND LIABILITY** Supplier warrants that the Product herein described shall conform to Supplier's specifications for such Products. Supplier is not responsible for any loss or damage to property of Customer or any other person resulting from the Customer's use of the Product, whether in compliance with Supplier's recommended directions for use or otherwise. Any claim for damages or injury, direct or indirect, physical or economic, or otherwise, is expressly excluded. In particular, and without limiting the generality of the foregoing, Supplier is in no event liable for losses due to loss of profit, interruption of business, cost of travel time, subsistence costs for personnel, costs for rental vehicles and equipment, airline tickets, freight charges to ship parts or materials, or any other loss or expenses incurred in any way in respect of the Product or Customer's use of it. Supplier is not liable for any aggravated, consequential or punitive damages of any type whatsoever.
12. **INTELLECTUAL PROPERTY RIGHTS** Customer shall not contest the title of Supplier, or any party through which the Supplier claims, to all patent, trade secret, trade-mark and other intellectual property rights pertaining to the Product, nor shall Customer infringe any such rights of Supplier. Customer shall not contest the right of Supplier to manufacture or design the Product. Customer shall not take any action to the detriment of Supplier's interests in the Product. Customer shall not, either directly or through others, attempt to identify the chemical composition of the Product. Supplier shall hold harmless and indemnify Customer against any claim or legal action brought against Customer alleging that the Product supplied by Supplier hereunder infringes any patent, trade secret, copyright, trademark or other intellectual property right. Supplier shall defend any such claim or action and pay all costs and expenses arising there from.
13. **CONFIDENTIALITY** Customer acknowledges that it has had no part in the creation or development of nor does it have any property or other rights or claims of any kind in or to any element of the Product and that all disclosures made to Customer relating to the Product are communicated to Customer solely on a confidential basis and as trade secrets, in which Supplier has a substantial investment and a legitimate right to protect against unlawful disclosure. Accordingly, for an indefinite period after the date of this Agreement, except with the written consent of Supplier, Customer shall not directly or indirectly, use for its own purposes any information, trade secrets or confidential or proprietary data of any nature relating to the Product, nor disclose any information whatsoever with respect to the Product, other than as may be required to enable Customer to describe to other persons the results of the application of the Product. At the request of Supplier, Customer shall have its employees and agents sign a confidentiality agreement in the form presented by Supplier. This section indefinitely survives the termination of this Agreement. The confidentiality obligations stated above do not apply to information which is in the public domain, was known to the Customer prior to this Agreement, was disclosed to the Customer by a third party and without violating any obligations of confidentiality or non-disclosure, was independently developed by the Customer, or is required to be disclosed by law. These Confidentiality provisions indefinitely survive the termination or completion of the supply of Product pursuant to this Quotation.
14. **FORCE MAJEURE** Supplier is not liable for any delay or failure to perform any of its obligations pursuant to this Quotation by reason of any event beyond its control and which renders performance of its obligations hereunder impossible, unreasonable, or commercially impracticable, including an Act of God, war, revolution, insurrection, rebellion, civil commotion, riot, terrorism, act of a public enemy, sabotage, labour dispute or strike or lockout or slowdown, explosion, fire, flood or storm or other natural catastrophe, equipment failure, power or other utility failure, inability to obtain sufficient, suitable or timely energy or labour or materials, embargo, law or ordinance or regulation, or plant breakdown.
15. **EXPORT COMPLIANCE** Goods supplied pursuant to this Quotation may be subject to laws and regulations governing the export of products and technology from Canada. If the Product supplied hereunder is to be exported from Canada, then Supplier's performance of its obligations hereunder is subject to Customer obtaining the necessary approvals, licenses and permits required by Canadian law. Customer shall not ship or divert any of the Product hereunder, or any technical information relating thereto, to any country outside Canada in violation of Canadian export laws. Customer shall indemnify Supplier from all claims, damages, costs and expenses resulting from any breach of these provisions by Customer.
16. **GENERAL** This Quotation is governed by the laws of the Province of Alberta and its courts have exclusive jurisdiction over any disputes arising from this Quotation, except to the extent that Supplier seeks to enforce its rights under this Quotation in other jurisdictions. Time is of the essence in the performance of obligations under this Quotation. No waiver by either party of the full and strict performance of any obligation of the other party pursuant to this Quotation is effective unless in writing. All post-delivery obligations and indemnities survive any termination of this Quotation. Customer may not assign its rights and obligations under this Quotation without the written consent of Supplier, which may be arbitrarily withheld. Consent to assignment does not release Customer from its obligations under this Quotation. All notices required or permitted to be given under this Quotation are properly given if in writing and delivered by whatever means to the parties at their addresses shown in this Quotation. Notices are deemed received only upon their actual arrival at the addressee's address as aforesaid. Either party may change its address by notice as aforesaid. This Quotation is binding upon and enures to the benefit of the parties hereto and their successors and permitted assigns.
17. **\*\*HAZARDOUS MATERIALS WARNING\*\*** Customer irrevocably acknowledges having received, read and understood the Material Safety Data Sheets, if any, provided by Supplier with respect to the Product. Customer is responsible for supply of all safety equipment necessary to protect humans from any adverse health consequence resulting from exposure to the Product. Supplier is not liable and Customer shall indemnify Supplier for any and all claims for damages, including damages for personal injury or death, resulting from Customer's possession, transportation, handling or use of Product supplied pursuant to this Quotation