


TERMS AND CONDITIONS OF SALE

- 1. TERMS AND CONDITIONS:** These Terms and Conditions of Sale (the “**Terms and Conditions**”) together with the Sales Order Confirmation attached hereto (the “**Confirmation**”) constitute the sole and entire agreement between Conuvo Construction Materials Ltd. (“**Conuvo**”) and the customer identified on the Confirmation (the “**Customer**”) for the products to be purchased by the Customer and supplied by Conuvo pursuant to the Confirmation (the “**Products**”). Any additional or inconsistent terms or conditions, including any which may be contained in terms and conditions appended to any purchase order issued by the Customer with respect to the Products, are expressly rejected by Conuvo. Without limiting the foregoing, upon acceptance by the Customer of the delivery or collection of the Products, the Customer shall be conclusively deemed to have accepted these Terms and Conditions notwithstanding anything to the contrary contained in any such additional or inconsistent terms or conditions.
 - 2. PRICE:** The price for the Products shall be as identified on the Confirmation, which price shall be exclusive of GST and all other applicable taxes unless otherwise stated. In circumstances where Conuvo has agreed to facilitate delivery of the Products to Customer’s location, unless otherwise specified on the Confirmation, the price is exclusive of all freight and transportation costs.
 - 3. PAYMENT TERMS:** Unless otherwise specified, payment for all Products shall be due not later than Thirty (30) days following Customer’s receipt of an invoice from Conuvo therefor. Interest will accrue at the rate of 18% per annum on any overdue amounts. Time shall be of the essence with respect to the Customer’s payment obligations contained herein.
 - 4. TRANSFER OF TITLE AND RISK:** Risk in the Products shall pass to the Customer upon custody of the Products being taken by the Customer, or in circumstances where Conuvo has agreed to facilitate the delivery of the Products to the Customer’s location via third party carrier, upon custody of the Products being taken by such carrier for transportation to the Customer. Accordingly, in circumstances where the Products are transported by third party carrier, Conuvo shall have no liability for any loss or damage sustained to the Products in transit and the Customer’s sole recourse shall be against the third party carrier. Notwithstanding the foregoing, title in the Products shall be retained by Conuvo and shall not pass to the Customer until such time as Conuvo shall have received payment therefor in full. In addition to all other rights of Conuvo hereunder and at law, the Customer hereby grants to Conuvo: (i) a purchase money security interest in the Products and any proceeds derived therefrom; and (ii) a security interest in all of Customer’s present and after acquired property of any kind; in each case, until Conuvo has received full payment for the Products.
 - 5. PRODUCT SHORTAGES:** The Customer shall examine all Products promptly upon their being delivered to or collected by the Customer, as the case may be, and shall notify Conuvo of any shortages or discrepancies in such Products within 48 hours of such delivery or collection, as the case may be, failing which, Customer shall be deemed to have accepted such Products. To the extent that Customer shall have notified Conuvo of any such shortage or discrepancy within such 48 hour timeframe, Customer shall provide Conuvo with full details thereof and such additional evidence as Conuvo shall, acting reasonably, require in order to assess the validity of any such claim. Any Product identified on the Confirmation as being back-ordered or temporarily out of stock may be subject to delivery or collection, as the case may be, in installments.
 - 6. DISCLAIMER OF WARRANTIES:** All Products are manufactured by third parties and not by Conuvo and are accordingly supplied by Conuvo to the Customer on a strictly ‘as is’ basis. Conuvo makes no representation or warranty, express or implied, with respect to any Product, including without limitation, as to any Product’s quality, fitness for purpose, merchantability or freedom from defect and expressly disclaims any and all warranties which may arise at law.
 - 7. MANUFACTURER’S DEFECTS:** Notwithstanding the foregoing Section 6, should the Customer within 7 days of taking custody of any Product, notify Conuvo of any defect in such Product which is covered by any warranty provided by the manufacturer of such Product, Customer shall return such alleged defective Product to Conuvo and Conuvo shall, provided that such Product shall not have been modified or incorporated into any work or project and subject to confirmation of such defect by Conuvo, at its sole option provide the Customer with either a replacement of such Product, or alternatively, a credit note or refund equal to the price paid by the Customer to Conuvo for such defective Product. Such replacement, credit note or refund, as the case may be, shall be the sole remedy available to the Customer as against Conuvo in respect of any defective Product, and is for the sole benefit of the Customer and accordingly shall not be capable of transfer or assignment to any other party. Should Conuvo assess that the Product does not contain any defect covered by any manufacturer’s warranty, Conuvo shall inform the Customer of the same and shall, at Conuvo’s option, either return the Product to the Customer or make the Product available to the Customer for collection. To the extent that any manufacturer of a Product provides any warranty with respect thereto and such warranty is capable of assignment without the manufacturer’s consent, such warranty is hereby assigned by Conuvo to the Customer effective as at the date upon which title in the Products transfers to the Customer, provided that there shall be no assignment of any such warranty for any Product in respect of which the Customer is entitled to receive a replacement, refund or credit note from Conuvo in accordance with this Section 7 until the time period within which the Customer must notify Conuvo of such defective Product shall have elapsed. Notwithstanding the foregoing, to the extent that any Product supplied to the Customer bears the Conuvo label (as opposed to the manufacturer’s label), and the Technical Data sheet accompanying such Product contains a limited warranty of Conuvo, the foregoing provisions of this Section 7 shall be replaced with such limited warranty provisions, provided that all other provisions of these Terms and Conditions shall continue to apply with respect to such Products.
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8. **TECHNICAL INFORMATION:** Although Conuvo and its employees and agents may provide general information to the Customer regarding Products and their handling and application upon Customer's request, Conuvo makes no representation or warranty with respect thereto, including with respect to the accuracy or completeness of any such information, it being acknowledged by the Customer that the Customer shall be solely responsible for determining the suitability of any Product for Customer's required use and the appropriate means of handling and applying any such Product. The Customer assumes all risk associated with the Products and the use thereof and is solely responsible for complying with any special handling, storage, transportation, treatment or other measures required in connection with the Products pursuant to applicable law. Material safety data sheets are available to the Customer upon request.
 9. **RETURN OF PRODUCTS:** Subject to Section 7 of these Terms and Conditions, the Customer shall not be entitled to return any Products to Conuvo in exchange for a refund or credit for the benefit of Customer or otherwise, nor shall the Customer be entitled to cancel any Products ordered, unless Conuvo shall have agreed thereto in writing in advance and shall have issued a written authorisation to the Customer. Without limiting the foregoing, in no case shall Customer be permitted to return any Product to Conuvo unless such Product is returned: (i) freight pre-paid; (ii) within 30 days following the date of purchase; (iii) unused; and (iv) in the same condition in which it was received by Customer. Additionally, under no circumstances shall any chemical Product or Product which is sensitive to light or temperature or which is perishable be capable of return, nor shall any Product designated on the Confirmation as being a 'Special Order Product', be capable of being returned, or the order therefor be capable of cancellation. All Products accepted for return by Conuvo in accordance herewith shall be subject to a re-stocking surcharge in an amount not less than 20% of the invoiced cost of such Product, which surcharge may be deducted by Conuvo from the amount to be refunded to Customer for such returned Products.
 10. **LIMITATION OF LIABILITY:** Notwithstanding anything to the contrary: (i) Conuvo shall have no liability to the Customer or its affiliates, subsidiaries, employees or any other person at law for whom the Customer is responsible or to any third party for any indirect, special or consequential damages or any loss of profit, loss of opportunity, loss of productivity or delays (including delays in construction) howsoever arising, including in circumstances where such loss or damage is occasioned as a result of the negligence or wilful misconduct of Conuvo, its employees or agents or any person for whom Conuvo is at law responsible; (ii) in no event shall Conuvo's liability to the Customer in connection with the Products or any matter covered by these Terms and Conditions exceed the purchase price payable by the Customer for the Products.
 11. **FORCE MAJUERE:** Should Conuvo be delayed in supplying or delivering any Product to the Customer as a result of any reason beyond its control, including without limitation, as a result of war, insurrection, civil disturbances, pandemic, labour disputes, strikes or lock-outs, acts of God, acts of any government branch or authority or the inability of Conuvo or any manufacturer to obtain Products or raw materials or components, Conuvo shall: (i) be relieved from the performance of its obligations so affected for the duration of such event or condition; and (ii) have no liability for any loss occasioned as a result of such delay or non-performance.
 12. **INDEMNITY:** Upon risk in the Products passing to the Customer, the Customer shall (a) be liable to Conuvo for; (b) indemnify and hold harmless Conuvo, its officers, employees, agents, contractors and advisors (the "**Conuvo Indemnified Parties**") from and against: all claims, liabilities, costs, losses, expenses and damages that Conuvo or any of the Conuvo Indemnified Parties may pay, incur or suffer as a result of or in connection with the use, storage, sale or handling of any Product or its container, including without limitation: (c) any damage to property; (d) any injury to person or persons, including death; and (e) any environmental contamination; arising therefrom.
 13. **GENERAL:** The failure of Conuvo to enforce or to insist upon the strict performance of, any provision in these Terms and Conditions shall not be construed as a waiver of Conuvo's right to so enforce or insist upon strict performance for the future. Should any provision contained in these Terms and Conditions be held to be illegal or unenforceable, such provision shall be severed from the remainder of the agreement contained in these Terms and Conditions which shall otherwise remain in full force and effect. These Terms and Conditions shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein and Conuvo and the Customer each attorn to the exclusive jurisdiction of the Alberta courts.
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