



1 Provost, Suite 219  
Lachine, Quebec, H8S 4H2  
T. (514) 794-3583

## STANDARD TERMS AND CONDITIONS FOR DELIVERY OF SERVICES AND/OR PRODUCTS

The following terms and conditions comprise the Agreement (“Agreement”) between All Sides Crating Inc. doing business as “Emballages 4 Coins” (hereinafter the “Supplier”) and the Client identified in the Sales Contract entered into by the Supplier and the Client in respect to the Services and/or Products described therein (hereafter the “S&P”). A copy of the present Terms and Conditions is available at all times on the Supplier’s website and the Client specifically agrees that the present Terms and Conditions are incorporated into the Sales Contract entered into by the parties. More particularly, the present Terms and Conditions and Sales Contract constitute the entire and final agreement of the parties and cancels and supersedes any prior or contemporaneous negotiations, agreements or information provided to the Client by the Supplier. Any modification to the present terms and conditions will be available from time to time on the Supplier’s website. The Client shall review any such changes as required. The Client acknowledges that it has not received or signed a printed copy of the present Terms and Conditions but acknowledges having taken cognizance of same on Supplier’s website.

The Supplier and the Client agree to the following:

### Obligations of the Client

1. The Client shall pay the price for the S&P as set out in the Sales Contract.
2. Payment terms are 30 days from Supplier’s invoice date. The Client shall not, under any circumstances, be entitled to withhold payment of any portion of the price including , without limitation , as a result of any alleged claim for loss or damage.

### Obligations of the Supplier

3. The provision of the contracted S&P is the only obligation of the Supplier;

### Client’s Duty of Disclosure





1 Provost, Suite 219  
Lachine, Quebec, H8S 4H2  
T. (514) 794-3583

4. If the Client has any particular, specific or specialized knowledge of its product, including but not limited to a hazard or hazardous material which may cause injury or damage, or of potential defect or weakness in its product which may require specialized preparation, it must ensure that the required protection and preparation of its product is carried out by them prior to receipt by the Supplier, or subject to prior written agreement between the parties, provide specific instructions to the Supplier for handling, preparation and packaging. The Supplier may also refuse to provide S&P for any product it deems unsafe and which it considers a danger to health, safety or property, and the costs related to the return of the property to the Client will be borne by the Client.
5. If the Client has any particular, specific or specialized knowledge of its product's transportation needs or legal requirements related thereto, it is solely responsible for providing the information to the Supplier prior to entering into the Sales Contract and the Client agrees that any additional costs resulting from undisclosed special requirements for the S&P exceeding the initial agreed price will be added to the price of the S&P and paid by the Client.
6. Any product provided by the Client which requires specialized lifting equipment, or for which the center of gravity is such that special care or handling is required for lifting or which otherwise impacts the S&P specifications, must be clearly identified by the Client and must be the subject of an advance written agreement between the parties setting out required information, instructions and costs.
7. All additional or specialized requirements of the Client must be clearly identified in writing and accepted by the Supplier with appropriate cost allowances being agreed to prior to arrival of the product at Supplier's facility for S&P. Any additional requirements made by the Client or required to ensure secure handling or shipping after arrival of the product at Supplier's facility will be the subject of an agreement by the parties as to additional costs. The Supplier may refuse to accept the property in such circumstances and the costs related to the return of the property to the Client will be borne by the Client.

#### Supplier's Limited Liability

8. The Supplier shall take all reasonable precautions to ensure that Client's property is protected while at the Supplier's facility. However, the Supplier's mandate does not include the risks and obligations associated with the storage and warehousing of the property. The Client confirms it has insurance coverage for its property which covers any damage or loss that may occur at Supplier's facility. Client therefore agrees that it and its insurer will hold Supplier harmless for all direct and/or indirect losses and financial claims arising out of damage to its property however caused unless said damage was caused solely by Supplier's gross negligence. Without limitation, the client shall hold harmless and indemnify the Supplier from any subrogation claim of Client's insurer.
9. In the event of loss caused by the Supplier's gross negligence, Client agrees to limit Supplier's liability to the cost of repair or replacement of the damaged property at Client's cost price with like kind and quality, whichever option is the lesser, up to a maximum value of \$100,000 Cdn. If the property is not repairable, the compensation shall be based upon the Supplier's cost price to replace the property, and the damaged property will become the property of the Supplier unless





1 Provost, Suite 219  
Lachine, Quebec, H8S 4H2  
T. (514) 794-3583

the value of the damages exceeds \$100,000 Cdn. in which case the salvage proceeds will be prorated according to parties' respective financial interest.

10. The Supplier is not responsible for damages directly or indirectly caused by stacking of the product/S&P unless specific written instructions were provided in advance to the Supplier by the Client in respect to stacking and loads.
11. The Client acknowledges that it has an obligation to inspect the S&P at the Supplier's facility, or at any other facility contracted by the parties to perform the S&P, in order to ensure that the S&P meets the Client's requirements for shipping. The Supplier is not liable for any damages to the Client or to any third party arising out of the S&P once the product is picked up for transportation from the Supplier's facility, or in the case of work performed at any other facility, as soon as a signature is obtained from the Client or Client's Agent signifying satisfactory completion of the S&P at that location. When work is performed at the Client's or at any other facility, at the end of each work day the Client is solely responsible to ensure the security of its product, as well as the S&P, Supplier's equipment, materials and tools, until the completion of the S&P and signature obtained as indicated above.
12. The Client shall indemnify and hold the Supplier harmless for damages occurring at the Client's facilities or at a third party's facility utilized and contracted by the Client, unless the damage is caused by the Supplier's gross negligence or intentional act.
13. In the event that damage or injury is caused to any third party arising out of the Client's fault, negligence or failure to provide adequate information to the Supplier about the product or preparation for transport, the Client agrees to defend, hold harmless and indemnify the Supplier against all such claims.

#### Delivery

14. In the event that the Sales Contract specifies a date in writing for the delivery of the S&P which delivery date the Supplier is unable to meet then the Supplier will advise the Client in writing as soon as practicable and provide the modified projected completion and delivery date of the S&P.
15. In the event that the Supplier sends a notice pursuant to Section 14, the Client:
  - a. Shall negotiate with the Supplier to reschedule the delivery within a reasonable time frame; or
  - b. If the parties cannot agree on a new delivery date, the Client may cancel the contract by advising the Supplier in writing and by paying the Supplier all amounts owing for S&P carried out prior to said cancellation date. No price reduction or adjustment of any kind will be made to the price of the S&P as at the date of cancellation;





1 Provost, Suite 219  
Lachine, Quebec, H8S 4H2  
T. (514) 794-3583

16. Without limitation, the Client renounces to any claim against the Supplier for damages of any kind due to any delays in respect to the delivery date of the S&P and/or Supplier's failure to meet any delivery date;
17. In the event of cancellation of the Sales Contract for any reason, costs related to the return of any property or product to the Client will be borne solely by the Client.
18. In the event that the Client is unable to take delivery of or arrange for shipment of its product/ completed S&P by the agreed date, the Client is responsible for all removal, storage and warehousing expenses. Such costs are payable immediately upon receipt of the Supplier's invoice for said costs. **THE SUPPLIER IS NOT LIABLE FOR ANY LOSS OR DAMAGE HOWEVER CAUSED ARISING OUT OF DELAYS CAUSED DIRECTLY OR INDIRECTLY BY THE CLIENT.**

#### Claims of the Client, Notice of Loss and Time Bar

19. In the event that damage occurs to Client's property and it is alleged that the damage was caused directly or indirectly by Supplier, then, without prejudice to Sections 8-13 above, the Client must:
  - a. Immediately report the damage to the Supplier in writing but in no event later than 5 days following discovery of the damage;
  - b. Allow the Supplier a reasonable opportunity to inspect the damage prior to undertaking repairs.
  - c. Report the claim to their own insurers and/or any potentially liable third party, such as Client's transporter;
20. Failure to respect Sections 19a and 19b above will vitiate and constitute a complete bar to any claim by the Client. The Supplier is not responsible for any damages arising out of the failure of the Client to respect Section 19c.

#### Intellectual Property

21. All methodology, processes, plans, concepts, designs and know-how used by the Supplier for S&P is solely its intellectual property unless otherwise agreed to in writing by the parties.

#### General





1 Provost, Suite 219  
Lachine, Quebec, H8S 4H2  
T. (514) 794-3583

22. Both or either of the parties may claim relief for Force Majeure which may impede either party from completing its obligations either directly or indirectly; Force Majeure includes but is not limited to the following events: war, riots, strikes or labor disputes, fires, lightning, flood, hurricane or other major wind events or windborne damage, closure of shipping lanes or transportation modes due to any unforeseeable or unavoidable occurrence, closures resulting from any public order or any other act of god within the definition commonly accepted by Canadian and/or Quebec courts. It is the obligation of the party declaring the Force Majeure to attempt all measures to continue the project where practicable and within reasonable delays, failing which that specific portion of the S&P is declared undeliverable. The balance of the contractual arrangements remains in force and all costs for the specific S&P incurred by the Supplier up to the date that the Force Majeure is declared remain payable according to the terms of Articles 1 and 2.
23. Confidentiality: Both parties agree to maintain the confidentiality of all information exchanged between the parties pertaining to the Sales Contract and other projects both realized and unrealized, and said information shall not be disclosed to any third party.
24. This Agreement is governed by the laws of Quebec. The parties hereby attorn to the jurisdiction of the Courts of the province of Quebec. Therefore, any dispute relating to the interpretation or enforcement of the Sales Contract, including any claim for damages, must be filed before the Court of Quebec or Superior Court for the District of Montreal, as applicable. Without limitation, any Alternate Dispute Resolution (ADR), must take place in the province of Quebec unless the Supplier otherwise agrees in writing. In the event of a dispute between the parties they agree to first attempt to resolve same by non-binding meditation.
25. In the event of a discrepancy between the English and French versions of this document the English version shall prevail.

