

1. DEFINITIONS

- (a) "Agreement" means the Customer's agreement to purchase Products and/or Services from GLC;
- (b) "Customer" means any company, partnership, person or entity purchasing Products and/or Services from GLC;
- (c) "GLC" means GLC Controls Inc.;
- (d) "Products" means any equipment, parts and/or materials being purchased by the Customer pursuant to an Agreement;
- (e) "Services" means any engineering, technical, installation and/or manufacturing services of any description or kind to be provided by GLC in relation to Products;

2. PURPOSE

- 2.1 The sale of Products and/or supply of Services is subject to and governed solely by these terms and conditions which shall not be modified unless in writing and signed by an authorized signatory of GLC.
- 2.2 GLC accepts the Customer's order on the express condition that the Customer agrees to these terms and conditions.
- 2.3 Proposals made by GLC on behalf of manufacturers represented by GLC or partners of GLC will be subject also to the terms and conditions of the respective manufacturer or partner that are in place at the time the order is accepted.
- 2.4 The Customer's agreement with these terms and conditions shall be evidenced by the Customer accepting delivery of Products or Services from GLC or by the Customer's payment of the invoice rendered for such Products and/or Services.

3. TERMS OF PAYMENT

- 3.1 Subject to approval of GLC's credit department, the Customer shall pay GLC the price of the Products and/or Services provided within thirty (30) days from the date of GLC's invoice.
- 3.2 In the event that GLC and the Customer have agreed to a milestone payment schedule, the payments specified in the milestone payment schedule shall be paid on the dates that each milestone is achieved.
- 3.3 All overdue payments bear interest commencing on the day on which the amount became payable, calculated at the rate of 2.0% per month (24% per annum) compounded monthly.

4. DELIVERY

- 4.1 Shipping dates are approximate and GLC assumes no responsibility for delays.
- 4.2 If the Customer requires emergency deliveries or deliveries outside of normal business hours, any extra costs shall be borne by the Customer.
- 4.3 The time period for delivery, unless otherwise agreed in writing, shall commence upon receipt by GLC of the Customer's written acceptance of GLC's acknowledgment of order.
- 4.4 Delivery must be taken by the Customer or adequate shipping instructions furnished to GLC within ten (10) days of notification that the Products are ready for delivery.
- 4.5 If the Customer fails to take delivery or provide adequate shipping instructions by the time period referred to in article 4.4, then the full purchase price shall forthwith become due and payable, and in addition GLC may:
 - (a) store the Products and bill the Customer for storage charges;
 - (b) dispose of the Products at a public or private sale, with proceeds (net of any costs or expenses relating to the storage and disposal of the Products) to be applied towards the Customer's account; or
 - (c) exercise any other rights or remedies as may be available to GLC in the circumstances.
- 4.6 Transportation charges from GLC's facility to the Customer's facility shall be paid by the Customer to GLC, in addition to the purchase price of the Products, unless otherwise agreed to in writing by GLC. GLC will select the carrier in the absence of specific instructions by the Customer.

5. RETURN OF GOODS

- 5.1 Products may be returned only with the written consent of GLC and only within 10 business days of receipt by the Customer. The Customer agrees to pay any shipping, handling and freight charges for returned Products. Products returned will be subject to a restocking charge as per the manufacturer's restocking policy but in any event no less than 25% of the order value.

6. CANCELLATIONS

- 6.1 Orders may only be cancelled with the express written consent of GLC and only upon payment for all labour, materials, logistical cost, and restocking charges up to the point of cancellation.

7. INSTALLATION

- 7.1 The Customer shall be responsible for transporting, receiving, storing, installing, starting up and maintaining all Products.
- 7.2 If requested, GLC may, at its option, provide Services to assist the Customer in the installation of Products at a price to be agreed between the Customer and GLC or at the rates set out in GLC's published rate schedule in effect at the time the Services are rendered.

8. TITLE AND RISK OF LOSS

- 8.1 All right, title and interest in and to the Products shall remain with GLC until the Products have been paid for in full. However, the Products shall be entirely at Customer's risk from the time placed on a common carrier and the loss, damage, deterioration or destruction of the Products thereafter shall not release the Customer from its obligations hereunder.
- 8.2 In the event of any default to make payment by the Customer, GLC may re-take possession of any Products already delivered without notice or legal proceedings.
- 8.3 If GLC re-takes possession of Products:
- (a) any payments already made shall be credited to the Customer's account;
 - (b) GLC may store the Products for a reasonable period of time and bill the Customer for storage charges;
 - (c) GLC may dispose of the Products when reasonably practical at a public or private sale, with net proceeds to be applied towards the Customer's account;
 - (d) any reasonable expenses associated with the repossession and sale of the Products including without limitation any legal expenses, shipping, packing, transportation, or storage charges, are the Customers debts and will be paid by the Customer; and

- (e) GLC shall not be responsible for any costs or losses, including without limitation economic losses, suffered by the Customer as a result of the removal and repossession of Products and the Customer hereby agrees to indemnify, and save harmless GLC from any and all loss, costs or damages, including legal costs on a solicitor and own client basis, arising out of any claims, suits or demands of the Customer relating in any way to GLC's repossession of Products.

9. CLAIMS

- 9.1 Any claims for missing items or inaccuracies must be made within two (2) business days of the date of receipt of Products.

10. TAXES

- 10.1 Any tax of any nature including, without limitation, any excise, sales, use, GST or other taxes which GLC may be required to pay, to collect or to reimburse to others, by reason of the manufacture, ownership, use, or sale of any Products or by reason of any Services provided shall be the sole responsibility of the Customer and shall added to the amounts to be paid hereunder.

11. TECHNICAL DATA

- 11.1 All drawings, descriptive matter, weights, dimensions and performance data submitted with or made a part of GLC's acknowledgement of order are based upon information furnished by the Customer and GLC assumes no responsibility for the inaccuracy of such information.

12. LIMITED WARRANTY AND LIMITATION OF LIABILITY

- 12.1 GLC will transfer to the Customer any transferable warranties or indemnities that the manufacturer, distributor or supplier of the Products provides to GLC. GLC will provide copies of any transferrable warranties or indemnities if requested by the Customer. Upon acceptance of any Products, the Customer shall be deemed to have accepted the terms and limitations of any such transferable warranties or indemnities, whether or not copies have been provided to the Customer.

- 12.2 Any Products that are repaired or serviced by GLC shall be warranted only as provided in article 12.1 for the remainder period of any transferrable warranty.

12.3 GLC assumes no liability for:

- (a) any warranties or indemnities other than those indicated in Article 12.1;
- (b) any warranty whatsoever relating to any Product that has been subject to misuse, improper testing, assembly, mishandling, or which has been operated contrary to instructions relating to installation, maintenance or operation, or contrary to industry standards relating to acceptable input power; or
- (c) the quality of any work performed or services provided by anyone other than GLC or its employees or agents.

12.4 If any Products supplied fail to conform to the manufacturers specifications and if GLC agrees, acting reasonably, that such Products are defective, then GLC may, at its option:

- (a) repair the Products;
- (b) replace the Products; or
- (c) provided that the Products are returned within the permitted time period set out in article 5.1, reimburse the Customer for the purchase price of the Products.

12.5 GLC shall not be liable for any loss, damage or expense directly or indirectly arising because Products fail to conform to specifications or prove to be defective. The Customer assumes the full risk of all such loss, damage or expense.

12.6 GLC is not obliged to accept the return of Products that are returned without GLC's consent or that are returned beyond the permitted time period set out in article 5.1.

12.7 THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY GLC IN CONNECTION WITH ANY PRODUCTS AND SERVICES, AND GLC DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.

13. INDEMNITY

13.1 The Customer agrees to protect, defend and indemnify GLC, its respective officers, directors, employees, agents or consultants from and against any and all claims, demands, losses, causes of action, liability and costs (including all legal costs) of every kind and nature arising out of or connected in any way with damage to property, personal injury or death of anyone, if such claims, demands, losses, causes of action, liability or costs relate to any act or omission, or alleged act or omission, of GLC or its officers, directors, employees, agents or consultants relating to Products or Services supplied or provided by GLC.

14. FORCE MAJEURE

14.1 For all purposes hereof, force majeure includes any act of God, war, mobilization, governmental regulation, strike, lockout, drought, flood, total or partial fire, obstruction of navigation, loss, damage or detention in transit, defective materials or delays by shippers, or other contingences or causes beyond GLC's control which might prevent the manufacture, shipment or delivery of Goods covered hereby. Performance of GLC's obligations may be suspended pending force majeure, without GLC being responsible to Customer for any damages or losses resulting from such suspension.

15. ASSIGNMENT

15.1 The Customer shall not assign or transfer this agreement or any interest in, or monies under, it without the written consent of GLC and any assignment made without such consent shall be void.

16. REMEDIES

16.1 Upon default by a Customer under the terms hereof, and at any time after the default, GLC shall have all rights and remedies provided by law and by these terms and conditions. No delay or omission by GLC in exercising any right or remedy shall operate as a waiver of them, or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, GLC may remedy any default by a Customer in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by a Customer. All rights and remedies of GLC granted or recognized in these terms and conditions are cumulative and may be exercised at any time and from time to time independently or in combination.