



APEX DISTRIBUTION INC.
550, 407 – 2ND STREET S.W. CALGARY, AB T2P 2Y3
PHONE:(403)268-7333 FAX:(403)269-2669

Date: _____

Legal Company Name: _____

Operating As: _____

Billing Address: _____

Postal Code: _____

Telephone: _____ Fax: _____ Email: _____

Incorporated _____ Date _____ Sole Proprietor _____ Partnership _____ Public _____ Private _____

Officers:

Parent Company (if any): _____

Type of Company: _____

Bank Reference:

Name Address

Account Number: _____

Bank Contact: _____ Phone: _____ Fax: _____

Trade References:

Name City/Province Phone Fax

1) _____

2) _____

3) _____

Name/Number of A/P Contact: _____ Ph: _____ Email: _____

Name of Controller/Supervisor: _____ Ph: _____ Email: _____

Tax Exempt? _____ Yes _____ No If yes please give certificate No. _____

GST Business Number _____

Po's required _____ Yes _____ No Statements required _____ Yes _____ No

TERMS

All invoices are due net 30 days from invoice date.

- 1) Apex Distribution Inc. is hereby authorized to contact the above references and to conduct such credit investigations, as deems necessary at any time to approve opening of and changes to an account. Payment shall be made at par in legal tender of Canada. Buyer shall make payment within Apex Distribution Inc.'s terms of 30 days from date of invoice.
- 2) All orders are subject to the continued review of the Seller and if, in its opinion, the financial position of the Buyer has changed prior to delivery, the Seller may Suspend production and / or refuse to make delivery pending satisfactory modification of the terms of payment.
- 3) If in the event it becomes necessary to commence legal action for collection, the Buyer agrees to pay reasonable costs of collection on a solicitor and his own client basis.
- 4) Buyer shall pay interest of 1.5% per month or 18% per annum for all accounts after the due date provided, however, in no event shall Buyer be required to pay any amount beyond the maximum allowed by law.
- 5) In consideration of any credit which may be granted by Apex Distribution Inc., the undersigned purchaser does hereby agree that all sales will be made and any sums due will be paid as set forth in Apex Distribution's "Terms and Conditions" printed on the attached sheet hereof.

Authorizing Persons Signature: _____ Title: _____

OFFICE USE ONLY

Account Number: _____

Date: _____ Approved By: _____

TERMS AND CONDITIONS (UNLESS STIPULATED OTHERWISE)

All quotations and sales are FOB point of shipment unless otherwise specified in writing. Seller's responsibility ceases upon delivery to carrier and title shall transfer and risk of lost goods shall be borne by Buyer at that point. Any Hot Shut or other premium transportation charges requested by Buyer will be for the account of Buyer. A minimum shipping and handling charge shall apply on any order of less than \$500.00. Prices are subject to adjustment to reflect the Seller's prices in effect at time of shipment. No claims for price adjustments will be honoured unless presented within one year from the date of invoice. All quotations are subject to change without notice and to prior sale of goods.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

Goods manufactured by others are sold "as is" except to the extent the manufacturer honours any applicable warranty made by the manufacturer. Second hand goods are sold "as is." Leased goods, new or used, are leased "as is."

In the event any goods manufactured by Seller and furnished hereunder are found to be defective or otherwise fail to conform to the conditions of this contract. Seller will, at its option, either (1) replace the goods at the delivery point specified herein, or 2) repair the goods. Buyer's remedies with respect to goods manufactured by Seller and furnished hereunder that are found to be defective or otherwise not in conformity with the contract shall be limited exclusively to the right to have said goods replaced or repaired. Buyer's remedies with respect to goods manufactured by others and furnished hereunder that are found to be defective or otherwise not in conformity with the contract are limited to any warranties extended and honoured by the manufacturer. Buyer's remedies are limited as aforesaid regardless of whether buyer's claim is based on principles of contract or tort. Claims must be made promptly following delivery of the goods to the Buyer, but within one year from the date of *tender of delivery*. Seller must be given reasonable opportunity to investigate. **NEITHER SELLER NOR THE MANUFACTURER SHALL HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER CLAIMS ARISING FROM ANY BREACH OF CONTRACT OR TORT COMMITTED BY SELLER OR THE MANUFACTURER OF GOODS RESOLD BY SELLER.** Buyer agrees that it is to be solely responsible for and will hold Seller, and the manufacturer of any goods resold by Seller, harmless from any claims, regardless of their basis, by Buyer or third parties that may arise from the goods after delivery, except for replacement or repair for Seller manufactured goods or as provided in any warranties extended or honoured by the manufacturer on goods manufactured by others as provided above. Seller's total cumulative liability in any way arising from or pertaining to any products sold or required to be sold under this contract, shall not in any case exceed the purchase price paid by the buyer of such product.

With respect to any work performed on goods furnished by Buyer (including but not limited to repairing, welding, machining, fabricating, heat treating, and forging) Seller agrees to make every effort to perform fully such work in accordance with Buyer's specifications. Seller shall be responsible for damages to such goods caused only by Seller's negligence, in which case Buyer's remedy shall be limited exclusively to the price of work to be performed by Seller on the article damaged. Claims must be made promptly following delivery of the goods to Buyer, but within three months from the date the same is put into operation and, in any event, not more than one year after the date of delivery. Seller must be given a reasonable opportunity to investigate. **Seller shall have no liability for special, indirect, consequential, incidental or other damages arising from any breach of contract or tort.**

All federal, state, dominion, provincial or municipal taxes now or hereafter imposed in respect to the goods sold by the Seller and / or the processing, manufacture, delivery, transportation and /or proceeds of the goods herein specified shall be for the account of the Buyer and if paid or required to be paid by the Seller, the amount thereof shall be added to and become part of the price payable by the Buyer.

Payment shall be made at par in legal tender of Canada. Buyer shall make such arrangements for terms of payment, as Seller's treasurer shall from time to time require. All orders are subject to the continued review of the Seller and if, in its opinion, the financial position of the Buyer has so changed prior to delivery as to render the Seller insecure, the Seller may Suspend production and / or refuse to make delivery pending satisfactory modification of the terms of payment. If in the event it becomes necessary to commence legal action for collection, Buyer agrees to pay reasonable costs of collection on a solicitor and his own client basis. Buyer shall pay interest of 18% per annum for all accounts after the due date provided, however, in no event shall Buyer be required to pay any amount beyond the maximum allowed by law.

In the event of any delay in Seller's performance due to fire, explosion, strike, shortage of utility, facility, material or labour, delay in transportation, breakdown or accident, compliance with any other action taken to carry out the intent of purpose of any law or regulation, or other causes beyond Seller's control, Seller shall not be liable for any direct or indirect damage or loss due to any such causes. Seller uses its best efforts to ship within the time specified, but does not guarantee to do so and shall not be liable for any damage caused by delay in delivery, irrespective of the cause of delay.

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these terms and conditions, whether contained in Buyer's purchase or shipping release forms, or elsewhere, shall be binding on Seller and any such attempted modifications are hereby rejected by Seller. All proposals, negotiations, and representations, if any, made prior, and with reference hereto are merged herein.

Any clause required to be included in a contract of this type by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein.

No material may be returned to the Seller nor may orders be cancelled or specifications changed without first obtaining written permission of the Seller.

Additional Conditions Applicable to Export Sales

Seller will not provide any certification or other documentation nor agree to any contract provision or otherwise act in any manner, which may cause Seller to be in violation of Canadian law. This contract shall be construed as being in accordance with Canadian law.

All orders shall be conditional upon granting of Export Licenses or Import Permits, which may be required. Buyer shall obtain at its own risk any required Export License and Import Permits and Buyer shall remain liable to accept and pay for material if licenses are not granted or are revoked,

All sales shall be in accordance with Incoterms, 1990 edition, as modified by these terms and conditions.