

MAINLAND SAND AND GRAVEL ULC.
("SELLER")

STANDARD TERMS & CONDITIONS FOR AGGREGATE SALES

- 1. QUANTITY CALCULATION:** Unless stated otherwise in the quoted price the Goods (as defined in the quoted price) shall be sold by the Metric Tonne. The Customer shall be solely responsible for the quantity of material ordered.
- 2. DELIVERIES:** Delivered prices are based on delivery information as specified by the Customer. Customer agrees to pay adjusted delivery charges as determined by the Seller if the delivery location is other than previously specified by the Customer. Seller reserves the right to refuse delivery or require alternate delivery site in cases of remote or impassable locations. The Customer assumes all liability for trespass or other damage(s) that are alleged to have arisen out of access to the project site as specified by Customer.
- 3. OBLIGATION TO PAY:** All Goods are sold on a cash on delivery basis, or on such arrangement as to credit as the Seller may in its sole discretion grant to the Customer from time to time, through its credit manager. The Customer shall pay the Seller in full for the Goods when loaded at the Seller's plant or depot, and shall remain obligated to pay for the Goods in the event of non-delivery for any reason, provided the lack of delivery is not attributable solely to the Seller's negligence. Seller may, at its sole discretion, withhold loading and/or delivery of Goods until payment in full has been made.
- 4. TAXES:** Unless stated otherwise, price quotes are exclusive of GST/PST or other applicable taxes. All applicable taxes shall be paid by the Customer to the Seller on the date of payment for the Goods.
- 5. TITLE:** The Customer agrees to take title to the Goods at the Seller's point of sale.
- 6. CUSTOMER OBLIGATIONS:**
 - a) The Customer shall provide the Seller with complete Product specifications/requirements.
 - b) Unless stated otherwise, quoted prices are applicable for delivery only during normal working hours.
 - c) The Customer shall be solely responsible for arranging and paying for independent material testing where required. Any concerns regarding Goods quality must be submitted in writing within five (5) business days from the date of the first delivery. Remedies, if agreed upon by the Seller, shall be at the sole discretion of the Seller.
 - d) At the delivery location the Customer shall provide an authorized person to sign each delivery ticket.
 - e) The Customer is responsible for a safe work environment at the delivery site. Where required flag persons must be provided in accordance with the requirements of WORKSAFE BC.
- 7. LIMITATION OF WARRANTIES:** The Seller warrants that it is the lawful and beneficial owner of the Goods, and that as such it has the right to sell them, free from all claims and encumbrances. The Seller also warrants that the Goods conform to the specifications provided by the Customer. Except as expressly provided herein, the Seller excludes all express or implied warranties, conditions and obligations of the Seller, whether statutory or otherwise, concerning the quality of the Goods or their fitness for any purpose.

8. LIMITATION OF LIABILITY: In no event shall the Seller be liable for: 1) Failure or delay in delivery when such failure or delay results, in whole or in part, from strikes, boycotts, lockouts or other labor troubles of any kind. 2) Any other cause or occurrence beyond Seller's control, including, but not limited to, riots; wars; fires; inclement weather, earthquakes or other acts of God. 3) Sabotage; damage, or destruction of any kind of Seller's equipment or facilities necessary for the performance of the offer arising from any cause whatsoever. 4) Delays of usual sources of supply of materials. 5) Present or future laws, orders or regulations enacted by any governmental agency or bureau effecting restrictions.

The Seller is furnishing basic Products at standard prices and is not insuring the Customer against possible consequences of error, omission or neglect in production or delivery. IN ANY EVENT, THE SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY LOSSES, DAMAGES, COSTS, CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGES, OR ANY OTHER CLAIM OR DEMAND WHATSOEVER, EXCEPT TO THE EXTENT OF THE PURCHASE PRICE OF THE PRODUCT, THE REFUND OF WHICH SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER.

---0000---