



Terms and Conditions of Sale

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

This Agreement contains the terms and conditions that apply to your purchase from GreenLEEP, that will be provided to you ("Customer") on orders for products and/or services sold in Canada. By accepting delivery of these products and/or services described on the invoice, Customer agrees to be bound by and accepts these terms and conditions.

These terms and conditions are subject to change without prior written notice at any time, in GreenLEEP's sole discretion.

1. Governing Law

This agreement and any sales thereunder shall be deemed to have been made in the province of Québec and shall be construed and interpreted according to the laws of the province of Québec and the applicable laws of Canada. The parties hereby agree to the non-exclusive jurisdiction of the courts of the province of Québec.

2. Payment Terms; Orders; Quotes

Terms of payment are within GreenLEEP's sole discretion, and unless otherwise agreed to by GreenLEEP, payment must be received by GreenLEEP prior to GreenLEEP's acceptance of an order. Payment for the products and services may be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by GreenLEEP. If credit terms have been agreed to by GreenLEEP, invoices are due and payable within thirty (30) days after the date of the invoice. GreenLEEP may invoice parts of an order separately. Orders are not binding upon GreenLEEP until accepted by GreenLEEP. Any quotations given by GreenLEEP will be valid for the period stated on the quotation.

3. Shipping Charges; Taxes

Separate charges for shipping and handling will be shown on the invoice(s). Unless Customer provides GreenLEEP with a valid and correct tax exemption certificate applicable to the product ship-to location prior to GreenLEEP's acceptance of the order, the Customer is responsible for goods and services tax, sales and all other taxes associated with the order, however designated, except taxes on GreenLEEP's net income. If applicable, a separate charge for taxes will be shown on the invoice.

4. Title; Risk of Loss

Title to products passes from GreenLEEP to Customer when payment is completed and verified. Until this point, GreenLEEP remains the unique and sole owner of all merchandise and products. Loss or damage that occurs during shipping is GreenLEEP's responsibility. Ship dates are estimates only. GreenLEEP is not liable for delays in shipment or failure to ship by the estimated ship date.

5. Warranties

The Buyer's sole and exclusive warranty, if any, is that provided by the product's manufacturer. Seller makes no expressed or implied warranties. Seller hereby disclaims all expressed or implied warranties, whether implied by operation of law or otherwise, including, without limitation, all implied warranties of merchantability and fitness or fitness for a particular purpose. Under no circumstances, and in no event, will Seller be liable for personal injury or property damage or any other loss, damage, cost of repairs or incidental, punitive, special, consequential, or liquidated damages of any kind, whether based upon warranty, contract, strict liability, negligence or any other cause of action arising in connection with the design, manufacture, sale, transportation, installation, use or repair of the products sold by Seller. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, shall Seller's liability, if any, exceed the net sales price of the defective product(s); no additional allowance shall be made for the labor or expense of repairing or replacing defective products or workmanship or damage resulting from the same. Except as expressly set forth in this paragraph, all products and/or services provided by Seller and its employees and agents are provided "as is," "where is," and "with all faults."

6. Recommendations by Seller

Buyer acknowledges that Seller does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Seller and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by Seller concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.

7. Indemnification

The Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products. Seller makes no promise or representation that the products or services will conform to any federal, provincial or municipal laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller.

Seller shall not be responsible for any losses or damages sustained by the Buyer or any other person as a result of improper installation or misapplication of the products. Buyer shall defend, indemnify and hold harmless Seller and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by Buyer or of the information, designs, services or other work supplied to Buyer, whether caused by the concurrent and/or contributory negligence of Buyer, Seller, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

8. Inspection and acceptance

Claims for damage, shortage or errors in shipping must be reported within one (1) day following delivery to Buyer. Buyer shall have seven (7) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such products. After such seven (7) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any product or service previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the replacement of the merchandise subject to the manufacturer's inspection and warranty.

9. Return Policies

Buyer may return any product which Seller stocks with no restocking charge if: (i) it is in new

condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) it has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. Buyer's surplus job returns, and those not meeting (i) and (ii), above, will be evaluated on an individual basis after Buyer has contacted Seller's authorized representative for prior written permission. Special orders or non-stock items may be returned if the manufacturer will accept the return. Except for items Seller stocks which meet (i) and (ii), above, credit memoranda issued for authorized returns shall be subject to the following deductions: (a) cost of putting items in salable condition; (b) transportation charges, if not prepaid; and (c) handling and restocking charges.

10. Products

GreenLEEP continually upgrades and revises its products and service offerings to provide GreenLEEP customers with new choices. GreenLEEP may revise and discontinue products at any time without prior notice to customers. GreenLEEP will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet or catalogue are possible.

11. Limitation of Liability

GreenLEEP (including officers, directors, employees or agents) does not accept liability beyond the remedies set forth herein, including any liability for products not being available for use or lost. GreenLEEP will not have any liability for any damages arising from the use of the products in any high risk activity. GreenLEEP will not be liable for lost profits, loss of business, or other incidental, indirect, consequential, special or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein.

Customer agrees that for any liability related to the purchase of products or services, GreenLEEP is not liable or responsible for any amount of damages above the aggregate dollar amount paid by Customer for the purchase of products and/or services under this agreement.

The foregoing limitations apply regardless of the cause or circumstances giving rise to such loss, damage or liability, even if such loss, damage or liability is based on negligence or other torts or breach of contract (including fundamental breach or breach of a fundamental term).

Neither GreenLEEP nor Customer may institute any action in any form arising out of this agreement more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment.

Some provinces do not allow the exclusion of limitation of (i) incidental or consequential damages or (ii) implied warranties or conditions, so the above exclusions may not apply.

12. Dispute Resolution

A. Acknowledgments

Customer acknowledges that GreenLEEP possesses valuable confidential and proprietary information, including trade-marks and business practices, which would be damaging to GreenLEEP if revealed in open court. The parties further acknowledge and agree that it is preferable to resolve all disputes between them confidentially, individually, and in an expeditious and inexpensive manner. The parties accordingly acknowledge and agree that private dispute resolution is preferable to court actions.

B. Good Faith Negotiation

Before commencing any arbitration, the parties shall first attempt to resolve any dispute or differences between them by way of good faith negotiation. The good faith negotiation shall commence by each party communicating their position regarding the complaint, claim, dispute, or controversy to the other party, and how the parties should resolve the dispute. The parties shall then make good faith efforts to negotiate a resolution of the claim, dispute, or controversy. Neither party shall commence any arbitral proceedings unless and until the good faith negotiation fails.

13. Applicable Law; Not For Resale

Customer agrees to comply with all applicable laws and regulations of the various provinces and of Canada. Customer agrees and represents that it is buying for its own internal use only, and not for exclusive resale.

14. Headings

The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

15. Force Majeure

GreenLEEP shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control.

ENTIRE AGREEMENT

This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller's Branch Manager. All transactions shall be governed solely by the terms and conditions contained herein.

Wednesday, January 06, 2010