

Freeway Washer Limited
1820 Meyerside Drive, Mississauga, Ontario, Canada L5T 1B4

Terms and Conditions

This order is subject to the following terms and conditions. All references herein to "purchaser" shall mean the purchaser of the goods purchased pursuant to this order form and all references to "seller" shall mean Freeway Washer Limited

1. **Price and Title to Goods.** The price quoted is on a net 30-day basis, under which the net selling price inclusive of all taxes (if any) is payable 30 days after the date of the invoice. Title to and ownership of the goods purchased pursuant to this order form shall be retained by seller until the purchase price and any other amounts owing to seller hereunder have been paid in full, at which time title and ownership to such goods shall vest in purchaser.
2. **Delivery.** Delivery is F.O.B. seller's plant.
3. **Defective Material.** Seller shall, at its option, replace any goods purchased pursuant to this order form that are defective at the time of receipt, except where such defect is attributable to misuse, accident, repair or modification made by a person other than seller. All claims with respect to defective goods must be made within 10 days after receipt of shipment.
4. **Shortage.** All claims with respect to shortage must be made within 10 days after receipt of shipment.
5. **Limit on Liability.** Seller shall not be liable for any loss, damage or cost of the purchaser that is attributable to any cause beyond the reasonable control of seller, including any labour dispute. Seller's liability shall be limited in all cases, whether founded in contract, tort or otherwise, to the purchaser's direct damages, and seller shall not be liable for any punitive, exemplary, aggravated or consequential damages resulting from the non-delivery, late delivery, use of, or inability of the purchaser to use the goods. Seller's liability shall in no case exceed the purchase price of the goods purchased pursuant to this order form.
6. **Force Majeure.** Seller shall not be responsible for delays or defaults in respect of this order that result from war, riot, terrorism, fire, flood or other such occurrences.
7. **The sale of goods pursuant to this order shall be governed by the Laws of the Province of Ontario. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.**