

*The following Conditions of Sale shall apply to this sale of goods by P.J. Impex Inc. (herein "Seller") to the exclusion of any conflicting purchasing conditions made by Buyer.*

1. Seller is not liable for delays in delivery of goods or other non-performance caused by strikes, labour difficulties, fires, riots, civil commotion, floods, accidents, delays in transit, acts of God, force majeure, governmental regulations or other events beyond Seller's control.

2. Unless otherwise stipulated, prices quoted are FOB Montreal (Incoterms 2000). Buyer is liable for the cost of all taxes, permits, certifications, fees and any other charges. If Seller has included in the price the charges for carriage, insurance and/or other additional costs, Seller reserves the right to increase the price should the rates, tariffs, or charges upon which they are based be increased.

3. In the event Buyer should fail to make any payment on its due date, Seller may withhold delivery and/or cancel this sale or withhold delivery and/or cancel any other sale between Buyer and Seller and/or charge Buyer with interest on such overdue payments at the rate of twelve percent (12%).

4. Ownership of the goods shall not pass to Buyer until the price has been paid to Seller in full including interest and other charges. Until then, the goods shall be and remain Seller's personal moveable property and if default is made in any of the payments, Seller shall be free to enter the premises where the goods may be located and remove them as its property without prejudice to its rights to recover any further expenses or damages it may suffer by reason of such non-payment. Notwithstanding, Buyer shall assume all risk of loss of the goods from the point of delivery of the goods by Seller.

5. Seller shall not be liable for damages resulting from this sale or the quality of the goods for any amount in excess of the price of the goods.

6. No suit or legal proceedings arising from this sale shall be maintainable against Seller unless Buyer has made a written claim with full particulars within seven (7) days of delivery of the goods and Buyer has given an opportunity for Seller's representative to inspect the goods in their original packing, and Buyer has commenced suit or legal proceedings within one (1) year after delivery of the goods. Failing such written claim within the said seven (7)-day delay, Buyer shall be deemed to have accepted and approved the goods. Seller is not liable to replace goods which fail to pass Buyer's government inspection.

7. This sale shall be governed by the laws of the Province of Quebec, Canada. In the event of any dispute or claim arising out of this contract, the courts of the Province of Quebec, District of Montreal, shall have sole jurisdiction and Buyer agrees to submit to the jurisdiction of the said courts.