

**BOWIE PUMPS OF CANADA LTD.
TERMS AND CONDITIONS – QUOTATION**

1. **Definitions.**
 - (a) "Goods" means any materials, parts, or equipment supplied or manufactured by Seller at the verbal or written request of Purchaser.
 - (b) "Invoice" means Seller's then current standard form specifying the price and terms of a sale.
 - (c) "Purchaser" means the person, firm or company named under "To" on the face hereof.
 - (d) "Recipient" means the person, firm or company to whom Purchaser directs Seller to ship Goods.
 - (e) "Seller" means Bowie Pumps of Canada Ltd. and its officers, directors, agents, employees and affiliates.
 - (f) "Services" means any labour or work performed at the verbal or written request of Purchaser in relation to Goods.
2. **Offer.** This Quotation is an offer to sell Goods or Services or both at a Unit Price or aggregate Amount specified on the face hereof (the "Amount").
3. **Acceptance.** Terms of acceptance are indicated on the face hereof.
4. **Revocation.** Seller has the right to revoke this Quotation by notice to Purchaser at any time prior to acceptance notwithstanding any other provision herein.
5. **Errors and Omissions.** Seller has the right to correct errors or omissions on this Quotation by notice in writing to Purchaser after acceptance or at any time before issuing Invoice.
6. **Title.** Until Amount is fully paid, Seller at all times retains title to and a security interest in the Goods and Purchaser and Recipient have no right, title or interest in the Goods.
7. **Purchase Money Security Interest.** Seller has a Purchase Money Security Interest in the Goods and a Security Interest in Proceeds of the Goods as such terms are used in and within the meaning of the *Personal Property Security Act (Alberta)*.
8. **Payment.**
 - (a) Seller will provide Purchaser with an Invoice. Payment terms are net 30 days from the date of the Invoice.
 - (b) Goods are not to be returned without Seller's prior authorization. Seller's standard restocking charge is 25% .0 on Goods supplied as ordered.
 - (c) Interest will be charged on overdue accounts at 18% .0 per annum, calculated and computed monthly on the unpaid balance of the Amount, not in advance.
 - (d) Applicable Foreign, Federal, Provincial or Municipal taxes and excises, including any not specified herein, will be included on the Invoice. Seller reserves the right to invoice for any further or additional taxes and excises if it is later determined that such additional amounts are applicable.
 - (e) Returned or NSF cheques will be assessed a \$25 administration fee and will require replacement by certified cheque or bank draft.
 - (f) Purchaser must give notice of all Invoice inquiries and disputes within 60 days of date of Invoice, after which time Purchaser is deemed to have agreed to the contents of the Invoice and will have no right to challenge any part of it.
 - (g) Charges incurred as a result of Purchaser's or Recipient's delay or fault will be Purchaser's sole responsibility, invoiced in accordance with Seller's current catalogue prices and wage rates.
9. **Shipping.** Unless otherwise agreed, the F.G.B. point, carrier and routing shall be at Seller's sole option. Seller cannot guarantee fulfillment of any requested, quoted, estimated or expedited delivery date. Seller shall have the right to ship Goods in lots.
10. **Acknowledgement.** Purchaser and Recipient are responsible to inspect shipments to ensure that Goods are received in good condition and as ordered.
11. **Assumption of Risk.** Seller bears no risk of loss, theft of, damage to or destruction of Goods from any cause whatsoever upon delivery of Goods to Recipient.
12. **Sub-contracts.** Seller, at its sole option, may subcontract any and all orders accepted by it, without consent of Purchaser.
13. **Liability for Defects.**
 - (a) Seller's liability for damages caused by defective or deficient Goods or Services shall be limited to the Amount invoiced for the Goods and Services in respect of which damages are claimed but shall not include the cost to remove or disassemble systems to recover defective Goods or the cost to install replacement Goods.
 - (b) At Seller's sole discretion, Purchaser or Recipient shall ship Goods claimed to be defective to Seller, under Seller's shipping instructions and by freight prepaid, and if the Goods are found to be defective, credit will be issued by Seller to cancel the charge for replacement.
 - (c) Seller is not liable in any way for repairs or alterations of Goods made without Seller's written consent.
 - (d) Seller's liability for defective Goods under this section applies only if a claim in writing is made to Seller at its corporate head office in Edmonton, Alberta, within the lesser of 180 days of discovery of the defect and in any case within one year from the date of the Invoice.
14. **Warranties.** There are no warranties either express, or implied, oral or written, in fact or by operation of law, as to the fitness or suitability of the Goods for the use to which they are applied or for the circumstances to which they are subjected. In particular, there is no guarantee against corrosion or erosion or against the effects of chemicals and their fumes. There is no guarantee of any kind on used or second-hand material or equipment. In the case of Goods supplied but not manufactured by Seller, Seller shall, if permitted or authorized to do so, assign the benefit of all manufacturers' warranties to Purchaser in respect of those Goods.
15. **Limitation of Liability.** Seller shall not be responsible for indirect, consequential, special, exemplary or punitive damages or personal injury (including death), whether foreseeable or unforeseeable and regardless of cause, including any claims for labour, interruption in use, unavailability of systems, or loss (including loss of goodwill, profits or revenues), arising directly or indirectly out of any breach or failure of express or implied warranty, breach of contract, misrepresentation, action, omission, negligence, gross negligence or strict liability in tort or otherwise. This section does not apply where expressly prohibited by law.
16. **Amount of Liability.** Seller's liability to Purchaser or Recipient for any breach or default by Seller of any of the provisions of this Invoice or with respect to any claim related to the Goods or Services provided in this Invoice, other than liability under section 13(a), is limited to a maximum of five times the Unit Price of the Good or Service which is the subject of the breach or default.
17. **Third Party Liability.** Seller shall not be liable for any claim made against Purchaser or Recipient by any other person, even if Seller has been advised of the possibility of such claim.
18. **Purchaser's Design.** Seller shall have no responsibility for and Purchaser does hereby indemnify and save Seller harmless from patent infringements, structural designs or operating performance of Goods manufactured according to designs and specifications provided by Purchaser, including shop drawings made by Seller and approved by Purchaser, which shop drawings shall be considered part of the designs and specifications of Purchaser.
19. **Termination.** Purchaser's liability to Seller for breach or default by Purchaser of any of the provisions hereof includes recovery of all Seller's costs and expenses (including solicitor client costs on a full indemnity basis) incurred with respect to any proceedings taken to enforce Seller's rights and remedies.

20. **Bankruptcy.** If Purchaser applies for relief under any provision of the bankruptcy laws, or otherwise becomes bankrupt or insolvent or suffers appointment of a receiver prior to full payment of the Invoice, then Seller has the option to terminate any agreement with Purchaser without prejudice to any rights or remedies which have accrued or accrue thereafter to Seller.
21. **Force Majeure.** Seller is not liable or responsible for default or nonperformance of any covenant, agreement or obligation in this Quotation if such default or non-performance is attributable to causes beyond Seller's control, including any governmental export or import restrictions or prohibitions.
22. **Notice.** Any notice required or permitted to be given hereunder shall be sufficiently given if in writing and delivered in person or mailed by registered mail addressed to the other party at its address, as set out on the face hereof.
23. **Assignment.** Any assignment or delegation of this Quotation by Purchaser without the written consent of Seller is prohibited.
24. **Interpretation.**
 - (a) Time is of the essence.
 - (b) These Terms and Conditions are to be construed and interpreted according to the laws of the province of Alberta, and the courts of the province of Alberta have exclusive jurisdiction over disputes of any kind arising in connection with this Quotation or these Terms and Conditions.
 - (c) Any term, covenant or condition of this Quotation or any portion thereof which is held to be invalid or unenforceable shall be severed and the remainder of the Terms and Conditions shall not be affected thereby.
 - (d) Notwithstanding any terms and conditions of Purchaser's order, or Purchaser's standard or general practices, terms or conditions, Seller's Terms and Conditions prevail in all circumstances whatsoever.
 - (e) This Quotation shall be binding upon and enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.