

TERMS AND CONDITIONS OF PURCHASE AND SALE AND WARRANTY

These are the terms and conditions governing the purchase and sale of the Octaform™ Quick Liner products and training (collectively, “**Products**”) identified in the attached sales order (“**Sales Order**”) by Octaform to the Purchaser (each as identified in the Sales Order).

1. Agreement.

The Sales Order, these Terms and Conditions and the Octaform Quick Liner Limited Lifetime Warranty, located on Octaform’s website at <<<http://www.Octaform.com/wp-contact/uploads/QUICK-LINER-LIMITED-LIFETIME-WARRANTY.pdf>>> and hereby incorporated by reference, constitute the entire agreement (“**Agreement**”) between Octaform and the Purchaser.

2. Orders.

All Sales Orders placed with Octaform must be completed in writing and signed by an authorized signatory of the Purchaser. All orders must include a preferred arrival date, a delivery address (“**Destination**”) and a complete description of Products being purchased. No contract for sale will come into existence between Octaform and the Purchaser until Octaform has (i) received a copy of the Sales Order signed by an authorized signatory of the Purchaser; (ii) received the deposit (“**Deposit**”) indicated in the Sales Order; and (iii) provided the Purchaser with written confirmation of its acceptance of the Sales Order. No amendments or changes to a Sales Order will be permitted unless accepted in writing by an authorized signatory of Octaform. This Agreement covers only the Products specifically set out in the Sales Order.

3. LIMITATION OF LIABILITY.

Octaform will have no liability under any circumstances for any consequential, indirect, incidental, punitive or special damages arising from or connected in any way with this Agreement, the Products, performance of the Products, or use of the Products, or the structural design, engineering, construction, assembly, maintenance and repair of the Structure including damages, expenses, or losses incurred by reason of loss of use, loss of revenue, loss of anticipated profits, loss of materials or labour, loss of overhead or fixed costs, loss of wages, losses related to wages, damage to associated equipment or to facilities, costs of capital, costs of substitute products, facilities or plants, costs associated with down time, and any similar and dissimilar damages, expenses, or losses whether any such liability is based on contract, tort (including negligence, misrepresentation, and breach of statutory duty), or other legal or equitable principles.

IN NO EVENT SHALL OCTAFORM'S LIABILITY ARISING FROM OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, IN THE AGGREGATE, EXCEED THE PRICE OF THE PRODUCTS IN THE ATTACHED SALES ORDER OR THE LIMITS OF THE ERRORS AND OMISSIONS INSURANCE POLICY CARRIED BY OCTAFORM TO THE EXTENT SUCH INSURANCE IS APPLICABLE AND AVAILABLE. THIS LIMITATION CLAUSE SHALL SURVIVE ANY FUNDAMENTAL BREACH AND/OR FAILURE OF THE ESSENTIAL PURPOSE OF THE AGREEMENT.

4. Prices.

The prices of the Products are those specified in the Sales Order. All prices specified in the Sales Order will automatically expire thirty (30) days from date of Sales Order unless Octaform is in receipt of the Deposit. Authorized changes to the Sales Order may result in changes to prices of Products and total contract price. The Purchaser agrees to pay for the Products in accordance with the Sales Order or as directed by Octaform, including any additional charges or changes to prices of

Products or total contract price resulting from authorized changes to the Sales Order. All prices are in the currency indicated in the Sales Order. All prices quoted are exclusive of applicable taxes.

5. Payment.

The Purchaser shall pay for the Products and all related costs, including Shipping and Handling and taxes, as indicated in the Sales Order. All late payments will be charged interest computed on a daily basis from the due date until paid in full at the rate of eighteen (18%) percent per annum, both before and after judgment. Octaform will retain title to the Products until payment is made in full by the Purchaser or the Products are incorporated into the Structure (as hereinafter defined), notwithstanding that risk of loss or damage passes to the Purchaser upon the delivery of the Products to the Destination in accordance with paragraph 9 of this Agreement.

6. Products.

The Purchaser acknowledges and agrees that: (i) standard Product wall colour is white and any other colours are subject to additional charges, as set out in the Sales Order; (ii) Octaform does not guarantee that beige, grey and custom-coloured Products will precisely match any colour matching standards, swatches, photographs or other representations provided to Octaform by the Purchaser, and all references to such colours by Octaform are intended only as approximations; and (iii) standard length of PVC parts are increments of even numbered feet, and additional increments of four inches. Non-standard cut lengths are subject to additional charges as set out in the Sales Order.

7. Compliance.

The Purchaser agrees that it will be solely responsible for ensuring that the structure to be constructed using the Products (“**Structure**”) is constructed in accordance with all applicable building codes, regulations and laws, and will indemnify and save harmless Octaform from and against all losses, costs, charges and expenses arising from the Purchaser’s construction of the Structure or its breach of any of the foregoing obligations (“**Losses**”), except insofar as such Losses are caused by Octaform’s gross negligence or wilful misconduct. The sale of Products to the Purchaser shall not be interpreted as an approval of the design, fitness for any particular purpose or function of the Structure by Octaform. The Purchaser will be solely responsible for all design elements of the Structure, including wall thickness. Octaform assumes no liability whatsoever with regard to the Purchaser’s failure to comply or fulfill its obligations with respect to any statute, regulation, by-law, law or other governmental requirement prevailing at the location of the Structure.

8. Training.

Where the Sales Order so provides, this Agreement will include the services of an Octaform trainer (the “**Trainer**”) for the period (“**Trainer Period**”) set out in the Sales Order. The Trainer will provide advice to the Purchaser and its employees, agents and contractors in connection with the assembly of the Products as needed during the Trainer Period. The Purchaser acknowledges and agrees that the Trainer’s services shall be limited only to providing advice pertaining to the interpretation of the Quick Liner Construction Guide and that the Purchaser shall not rely upon any other advice or instruction, whether oral or written, from the Trainer pertaining to the Structure or any other

procedure, policy, product, standard or service not directly pertaining to the assembly of the Products and neither Octaform nor the Trainer shall be liable therefor.

9. Shipment.

The Purchaser acknowledges that the Estimated Ship Date stated in the Sales Order is only an estimate and has been provided by Octaform as a matter of convenience only and is not meant to be legally binding upon Octaform.

Unless otherwise indicated in the Sales Order, Octaform will be responsible for shipping the Products to the Destination using the method of transportation indicated in the Sales Order and will bear all related costs, including freight fees and applicable taxes, customs charges and duties, and make all arrangements related to the same, including expediting customs clearance where applicable. The Purchaser will pay Octaform the Shipping and Handling fee indicated in the Sales Order. Delivery will be deemed complete and risk of loss or damage to the Products will pass to the Purchaser upon delivery at the Destination.

In no event will Octaform be liable for any delay in delivery, nor will carrier be deemed an agent of Octaform for any purposes whatsoever. Octaform will have no responsibility for entering into terms of carriage that protect the interest of the Purchaser, whether for insurance or otherwise. For greater certainty, Octaform will not have any liability to the Purchaser for carriage, but in the event of a claim relating to the carriage of the Products, Octaform will assign absolutely to the Purchaser, any right, or entitlement it has under such contract for carriage.

10. Inspection and Returns.

The Purchaser agrees to inspect the Products forthwith upon delivery in order to confirm that the Products are in good condition and conform to the Sales Order in respect of Product type and quality. The Purchaser will promptly notify Octaform in writing of any discrepancies or damaged Products and agrees that if it fails to so notify Octaform within a reasonable time after delivery, it will release Octaform from all liability in connection with such non-conforming Products. Other than Products delivered to the Destination in damaged condition or Products that contain a Manufacturing Defect (as defined in the Warranty) validated by Octaform as indicated in the Warranty Products may not be returned for any reason.

11. Force Majeure.

Except for the payment of money, neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by any strike, lock-out, civil commotion, invasion, rebellion, hostilities, sabotage, governmental regulations or controls, acts of God, or other similar causes beyond the control of the parties ("**Force Majeure Condition**"). If any Force Majeure Condition occurs, the party delayed or unable to perform ("**Delayed Party**") will give immediate notice to the other party ("**Affected Party**"), and the Affected Party, upon giving prompt notice to the Delayed Party will be excused from performance under this Agreement for the duration of the Force Majeure Condition, provided that the Affected Party will take all reasonable steps and co-operate with the Delayed Party to avoid or remove the cause of non-performance and will resume performance hereunder without delay when the cause is removed.

12. Assignment.

This Agreement is not assignable by the Purchaser without the prior written consent of Octaform and any attempt to assign the rights, duties, or obligations under this Agreement without consent will be of no effect.

13. Governing Law.

The construction, interpretation and performance of this Agreement and all transactions, legal rights and obligations under it will be governed by the laws of British Columbia, Canada.

14. Exclusive Jurisdiction.

The parties agree that all proceedings arising out of or in connection with any dispute concerning this Agreement, the above-referenced rights and obligations, or in connection with any matter directly or indirectly related to this Agreement, or any cause of action related thereto, shall only be instituted, heard and determined by a court of competent jurisdiction in British Columbia, and all parties irrevocably attorn to the jurisdiction of the courts of British Columbia and waive any objection which they may now or hereafter have regarding the venue of such suit, action or proceedings.

15. Non-Waiver.

No condoning, excusing, overlooking or waiver by any party of any default, breach, or non-observance by any other party at any time or times in respect of any covenant, agreement, condition or shall operate as a waiver of that party's rights hereunder in respect of any continuing or subsequent default, breach, or non-observance or so as to defeat or affect in any way the rights of that party in respect of that continuing or subsequent default, breach, or non-observance and no waiver shall be inferred from or implied by anything done or omitted to be done by the party having those rights except by an express waiver in writing by an authorized signatory of that party.

16. Extended Meanings.

In this Agreement words importing the singular number only include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

17. Entire Agreement.

The documents set out in paragraph 1 constitute the entire agreement between the parties and supersede all previous communications, oral and written quotations, representations, expectations, understandings, and agreements whether verbal or written between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties.

18. Enurement.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective permitted assigns.

19. Time.

Time is of the essence in this Agreement.