



664, chemin St-Odile
Rimouski (Qc) G5N 1X3
Tél : (418) 725-5543 / Fax : (418) 725-
5542
www.bslcasting.com

BSL CASTING SALES TERMS AND CONDITIONS:

PLANS AND SPECIFICATIONS

The **CLIENT** covenants to purchase and to pay the **PROVIDER** the total sum agreed upon for the goods described in the schedule attached hereto.

The **CLIENT** shall provide the plans and quotations, the technical specifications, norms and/or control classifications to be met as well as the type of alloy and any other tolerance norm inherent to the require final product.

The **PROVIDER** shall not be responsible for any error or omission in the content of the order or the plans provided by the **CLIENT**.

Without any indemnity nor any right to claim damages being granted to the **CLIENT**, the **PROVIDER** may cancel any order further to its acceptance, should the **CLIENT** request any modification. Such cancellation shall be notified in writing.

The **PROVIDER** shall be reimburse for any additional expense incurred further to a modification requested by the **CLIENT** made after the acceptance of the order.

Once a written confirmation has been obtained, should the **CLIENT** cancel this agreement in any way whatsoever, the **PROVIDER** shall have the right to keep the deposit has damages or else exercise its right and recourses in order to force the **CLIENT** to respect its obligations.

When provided by the **CLIENT**, the components received (models, templates and other construction components) shall be complete and in compliance to the plans and specifications and the **PROVIDER** may not be held responsible for their non-compliance. If modifications to such components were necessary, the costs incurred shall be at the **CLIENT**'s expense.



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PAYMENT CONDITIONS

The standard net/30 days payment conditions shall apply. The PROVIDER may impose other conditions to its sole discretion. The payment conditions shall be defined at the time of acceptance of the order and shall be stipulated on the invoice issued. Fees of 1.5% per month shall be charged for any outstanding balance.

Unless agreed upon otherwise, at the time of acceptance of the order a 40% deposit for the total of the order shall be required for any order worth \$20,000 and more, 40% at the time of delivery and 20% net/30 days.

The prices specified on the other side of this page shall be effective as of the date of signature. Any modification requested by the CLIENT may increase the costs, such as in article 1.5, which shall be paid entirely by the CLIENT and in accordance with the prices effective at the time of the request for modifications .

Unless stipulated otherwise, the CLIENT shall pay all sales taxes, duty and excise fees pertaining to the goods. Any increase in costs by the PROVIDER, due to any modifications in such fees and taxes further to the date of signature shall lead to an increase in the price of the goods accordingly.

DELIVERY

The time limit for delivery shall be established from the acceptance of the order by the PROVIDER subject that the equipments and the work details have been provided by the CLIENT. In the event of a delay for the delivery, the penalties shall not be more than 5% of the total value of the order.

All delivery dates are approximate and subject to the confirmation of the order by the PROVIDER. The goods shall be delivered in one or many parcels. The PROVIDER shall not be held responsible for any defects resulting from the CLIENT's indications and shall not be held responsible for delivery delay due to fire, lockout, partial or complete work halt, material shortage, transportation problem or any other event out of its control.



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RESPONSABILITIES AND WARRANTY

Should the **CLIENT** refuse to acknowledge delivery of the good on the date agreed upon for delivery, the **PROVIDER** may either cancel the order, or adjust the sale price calculated in compliance with the price list effective at the time or at the new date of delivery agreed upon by the parties.

The signature by the **CLIENT** of the delivery slip for the goods shall constitute acceptance and acknowledgment by the **CLIENT** that the goods are in compliance with those ordered. Further to delivery to the **CLIENT**, **PROVIDER** may not be held responsible for any loss or damages whatsoever pertaining to such goods.

PROVIDER shall replace, at its own expenses, any defective good if default is not due to **CLIENT**.

The **CLIENT** shall take over any risk and any responsibility that may result from the loss, damages or injury caused by the misuse of the goods.

The **CLIENT** shall indemnify and hold the **PROVIDER** harmless for any claim or proceeding against it and which is resulting from a fault, omission or negligence from the **CLIENT** or any person under its responsibility.

Under no circumstances shall the **PROVIDER** be held responsible for any exploitation or profit loss, commercial prejudice or loss in earnings nor for any other material damages other than those mentioned herein .

OTHER CONDITIONS

The **CLIENT** acknowledges that no statement, promise or warranty has been made by the **PROVIDER** other than those stipulated herein.

The **PROVIDER** and the **CLIENT** declare and acknowledge that the essential stipulations of this Agreement have not been imposed by one or the other party but, to the contrary, have been established freely among themselves.

The use and destination of the goods subject to this Agreement shall be made in compliance with the representations made by the **PROVIDER**.



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The CLIENT undertakes to use the goods, sketches, photographs, plans, proofs, outlines, samples, catalogues and other documents provided by the PROVIDER under any form or support whatsoever, in compliance with the object of this Agreement and shall not give any permission to its use to any other persons than those necessary to the accomplishment of the object of this Agreement.

The Agreement constitutes the entire covenant between the parties to the exclusion of any other document, offer, tender, promise or verbal contract prior or concomitant.

The parties agree that any claim or judicial proceeding for any reason whatsoever pertaining to this Agreement shall be heard in the judicial district of Rimouski, Province of Quebec, Canada, to the exclusion of any other judicial district that may have jurisdiction on such litigation according to the prescriptions of law.

This Agreement, its interpretation, execution, application, validity and effect are subject to applicable laws effective in the Province of Quebec and in Canada, that are governing entirely or in part the provisions contained herein.

5.8 This Agreement binds the parties hereto as well as their legal representatives.