

General Terms and Conditions of Sale

1. **Contract:** These General Terms and Conditions of Sale, including without limitation, any appendixes, exhibits or schedules attached hereto (collectively, the "Terms") shall govern the provision by **Highland Foundry International** (the "Supplier") to the customer set out on the face of the quotation to which these Terms are attached (the "Buyer"), of the goods and/or services specified in such quotation (the "Work") (collectively, the "Transaction"). The Buyer's issuance of a purchase order or any other document which indicates its willingness to proceed with the Transaction following receipt of the quotation to which these Terms are referenced in or attached to, shall be conclusive evidence of the Buyer's acceptance of these Terms, whether or not the Buyer submits its own terms and conditions as part of such acceptance or otherwise as part of the Transaction (such purchase order or such other document which indicates its willingness to proceed with the Transaction is hereinafter defined as "Order"). The Supplier shall in no way be obligated to accept any Order issued by the Buyer, whether related to the quotation to which these Terms are attached or otherwise.
2. **Quotes & Pricing:** Quoted pricing is valid for 15 days after initial issuance and are subject to change, at Supplier's sole discretion, until time of shipment or completion of the work, except as otherwise agreed to by the Supplier in writing. Notwithstanding the foregoing, if Buyer is subject to a metal surcharge or any variation in raw material costs, Supplier shall be entitled to vary any agreed upon pricing, at any time during the term of an Order. The Supplier shall also have the right to adjust quoted prices after the supplier receives tooling if the weight is different than that provided by the Buyer. Assembly and/or finishing operations, such as, but not limited to, machining, drilling, tapping, reaming, assembling, etc. or polishing, buffing, electro-plating, enameling, painting, etc. are not included in the price quoted herein, unless specifically stated otherwise in the Order. If sample parts are submitted by the Supplier for the Buyer's approval, upon Buyer's approval thereof and Supplier's completion of the tooling thereafter, the Buyer is responsible for the adequacy of its testing and inspection. It is also understood that parts made in accordance with such Buyer approved samples are to be considered as made in compliance with specifications and acceptable to the Buyer. All changes made on the original specifications, after patterns are started, are subject to price adjustment. All quotes provided by Supplier to Buyer on castings shall be exclusive of pattern equipment, and if they require fabrication, repairs or alterations, that shall be an extra charge to Buyer. In order for the Supplier to provide a quote or any pricing, the Buyer must provide the following information:
 - (a) Actual or estimated rough weights of castings.
 - (b) An accurate detailed description of each pattern, core box, or other equipment to be furnished by either the Buyer or the Supplier. Each such description should indicate whether the pattern is gated, the core box size, estimated age, number of impressions, material, and if there is any wear or damage.
 - (c) When new patterns are to be made, blueprints, for consultation with the Supplier.
 - (d) The details of the special treatment of castings, such as heat, special analysis, chemical and physical specifications, test bars, pressure tests, x-ray, etc., if so required. All such special treatment shall be at the Buyer's expense.
3. **Delays:** Shipping dates are estimates based on factory conditions at time of quotation and are subject to change at any time during the term of an Order. In no case will the Supplier be liable for any damages on account of any delay in delivery, or non-delivery, whether or not excused hereby. Any delays caused by the Buyer (e.g. revisions, drawing release delays, etc.) will impact the completion of the Work, and may cause changes to the previously agreed upon pricing or delivery dates. The Supplier will not be liable for any delay in performance due to any cause beyond the reasonable control of the Supplier, including, but not limited to, pandemics, war (or consequences thereof), embargoes, riots, fires, floods, accidents, mill conditions, strikes, differences with workmen, accidents, endemics, explosions, windstorms, hurricanes, ice storms, earthquakes, tornados, perils of sea, civil commotion, restriction of requisitions, bankruptcy of Supplier or its suppliers/manufacturers, insolvency of Supplier or its suppliers/manufacturers, suspension of shipping facilities, act of default of carriers, failure of manufacturers and suppliers to deliver, shortage of supplies, transportation, fuel, labor or materials (including raw materials), acts of God, border shutdowns/lockouts, labour difficulties, inability to secure labour (for whatever reason) or acts of governmental authorities.
4. **Taxes:** Any taxes under any applicable law, including, without limitation, any tariffs, whether existing or enacted upon time of delivery, applicable to the Transaction, whether upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of the Work, including taxes upon or measured by the receipts from the sale thereof, shall be for the Buyer's account, who shall promptly pay the amount thereof to the Supplier. If the Supplier is required to pay any such taxes, the Buyer shall reimburse the Supplier the full amount of such taxes.
5. **Changes:** Any changes made to an Order, including, without limitation, to scope of supply, delivery date and price, must be mutually agreed upon between the Buyer and the Supplier in the form of a written change order ("Change Order"). The Supplier shall not be obligated to proceed with any changes to an Order until completion of such Change Order.
6. **Warranty:** If the Work is based on upon a sample as created by the Supplier and shown to the Buyer prior to performance of the Work, the Sample shown by Supplier to Buyer is merely for demonstration purposes only, and Supplier makes no warranty that the Work delivered will conform to such sample. Non-conformity of the Work to the sample(s) is not a part of the basis of the bargain between the Supplier and the Buyer. Unless otherwise agreed to in a written document signed by both Buyer and Supplier, all castings are sold as unmachined castings, with heads and gates, fins and similar extraneous metal removed to approximately the contour of the casting. Seller is not responsible for variations existing between drawings, patterns, and core box equipment supplied by Buyer or Buyer's agent. Supplier shall not be responsible or liable in any manner whatsoever for the service behavior of any machinery or equipment (or any parts thereof). The Supplier warrants to the Buyer only that the Work shall conform to the specifications set out in the Order and be free from defects in material and workmanship under normal use and service, excluding normal wear and tear. If an Order includes goods which have been fabricated in accordance with drawings and patterns approved or supplied by Buyer, those goods are only warranted to be in substantial compliance with the specifications of such drawings and patterns. In the event of a breach of the foregoing warranty, (subject to and upon inspection by the Supplier of any such alleged defective Work and confirmation by the Supplier that such defect exists and is the responsibility of the Supplier to remedy hereunder) the only remedy available to Buyer and Supplier's sole obligation shall be to either, as determined in the sole discretion of the Supplier: (a) repair any defective Work (or any part thereof); (b) replace any defective Work (or any part thereof); or (c) credit or refund to Buyer the any defective Work (or any part thereof). Regardless of the aforementioned remedy selected by Supplier, Buyer shall return any such defective Work to the Supplier's premises (or such other point of delivery as mutually agreed upon by the Parties) and all costs of shipping, removal and reinstallation to be borne by Buyer. The foregoing warranty shall last for twelve (12) months from the Supplier's initial date of shipment of the Work to the Buyer. Notwithstanding the foregoing, Buyer alleged claims of error in the number of pieces delivered must be made in writing within thirty (30) days after receipt of the work by the Buyer from the Supplier's initial date of shipment of the Work to the Buyer. Performance issue(s) or defect(s) caused by Buyer's failure to follow (i) the Supplier's oral or written instructions, if any; or (ii) reasonable care processes, as to the installation, configuration, verification, storage, commissioning, use or maintenance (as applicable) of the Work or repairs to, alterations of, or work done on any Work warranted hereunder without the Supplier's prior written authorization shall void all warranties applicable thereto. The Supplier expressly excludes and disclaims all other warranties, whether express or implied, with the respect to the Work, by operation of law, course of dealing, course of performance, usage of trade or otherwise, including, but not limited to, any warranty of merchantability or fitness of the Work for a particular purpose. No Work may be returned without the Supplier's written consent, which may be given in its sole discretion.

7. **Quantity, Delivery, Title and Risk of Loss:** Supplier will use commercially reasonable efforts, as operating conditions will permit, to furnish, as near as possible, the exact quantity of goods specified/ordered by Buyer in an Order, however, Buyer shall be obligated to accept +/-10% of the quantity of goods as specified on any Order. All deliveries are FOB Supplier, unless noted otherwise on the applicable quotation. All means of pick-up, delivery, transportation, and/or routing shall be mutually agreed by the parties and the responsibility for such costs shall be specifically noted on the relevant Order. The Supplier disclaims all liability associated with the Buyer's presence on the Supplier's property, including but not limited to, if the Buyer (or its designated transporter) is on the Supplier property in order to pick up any Work. Title to the Work shall not pass to the Buyer until all the amounts due and owing to Supplier have been paid.
8. **Remedies and Limitation of Liability:** Notwithstanding anything to the contrary contained in these Terms or any other document whatsoever, the Supplier shall not be liable for any direct, indirect, consequential, incidental, special, punitive, exemplary or liquidated damages, or loss of profit and the aggregate liability of the Supplier and its insurers however arising in connection with these Terms, whether arising in contract, tort (including negligence), strict liability, warranty, indemnity or otherwise, shall be limited to the lesser of (a) the purchase price paid by the Buyer to the Supplier for the items giving rise to the claims; and (b) \$25,000. Buyer agrees to indemnify and hold the Supplier harmless from any and all claims, losses, damages or liabilities as it relates to the Transaction and these Terms (including, without limitation, any quotation or Order related thereto).
9. **Insurance:** Buyer shall, at its own expense, maintain, and carry insurance in full force and effect, which includes, but is not limited to coverage for fire and elements covering designs, patterns, core boxes and related documents and equipment, at all times, including, when such items are stored/located at Supplier's facility, with financially sound and reputable insurers with an AM Best financial rating of A- or better or an equivalent rating. Upon Supplier's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Order or as otherwise required by Seller. Buyer shall provide Seller with at least thirty (30) days' advanced written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller.
10. **Terms of Payment:** Net cash payment is due within 30 days from date of invoice, except as otherwise agreed to by the Supplier in writing. Progress payments or deposits may be required and will be identified in writing at the quote stage or subsequently in the Order. The Supplier retains all rights to charge back Buyer any/all costs associated with collection of delinquent accounts. All late payments shall bear interest at the lesser of the rate of fifteen percent (15%) per annum or the highest rate permissible under applicable law, calculated daily and compounded monthly. Should any invoice not be paid in accordance within the agreed upon payment terms, Supplier may immediately cease work under any outstanding Order between Buyer and Supplier and Supplier shall not be liable for any damages suffered by Buyer resulting from such delay. In the event any payment owed by Buyer to Supplier is delayed more than twenty (20) days beyond the agreed upon payment terms, Supplier may terminate any outstanding Order at that time and Buyer shall be required to immediately pay Supplier all amounts due and owing and the full value of any such Order canceled by Supplier.
11. **Credit Approval:** Acceptance of an Order, performance of Work, and subsequent shipment of Work shall at all times be subject to the Supplier's review of the Buyer's credit risk.
12. **Amendment and Cancellation:** These Terms, the quotation and any Order may not be amended or cancelled by Buyer, except by written agreement signed by an authorized signatory of the Supplier. If an Order is terminated, the Buyer is liable for the full amount of such Order, plus other costs attributable to termination.
13. **Intellectual Property:** All right, title and interest in and to the intellectual property of the Supplier, including, without limitation, the inventions, trade secrets, copyright, general knowledge, know-how, prior designs, prior drawings, and technology, including electronic data, in existence prior the effective date of this Order shall remain with the Supplier. All intellectual property rights, including copyrights, patents, inventions (whether patentable or not), trademarks, trade secrets, know-how, confidential information and all other rights (collectively, "**Intellectual Property Rights**") in and to all Work delivered to the Buyer shall be owned by the Supplier. The Supplier hereby grants the Buyer a license to use all Intellectual Property Rights on a non-exclusive, non-transferable, royalty-free and perpetual basis only to the extent necessary to enable the Buyer to make reasonable use of the Work.
14. **Pattern equipment: Die, Molds, tools and fixtures:** If Supplier designs tooling, Supplier shall do so based on Buyer's casting design. Any recommendations made by the supplier for metal type, casting design or tooling design are for casting efficiency only. The Buyer is responsible for assuring that the casting is fit for its required purposes and is of good design. Buyer assumes complete responsibility for the tooling, regardless of Supplier's contribution thereto. Supplier will not be liable for any damages or costs related to or in connection with the tooling, regardless of the viability of Buyer casting design. Supplier is not in any way responsible for tooling furnished to Supplier by Buyer. Should Buyer request return of patterns and related tooling, all accounts receivable from Buyer must be satisfied prior to return. Buyer shall supply all pattern and core box equipment in proper condition to produce the quantity and quality of castings agreed upon. Buyer shall be liable for all costs incurred by Supplier for repairs and changes to such equipment as are necessary to bring the equipment to proper condition. Supplier shall have no responsibility for errors or conflicts in patterns or drawings furnished to it by Buyer. Supplier shall not be liable for any loss or damage to pattern equipment. Pattern changes or repairs, which become necessary on account of ordinary wear and tear, shall be made at Buyer's expense. When Buyer furnishes skeleton patterns, core boxes, sweeps or combination patterns which increase the cost of castings, an extra charge will be made to Buyer. Buyer must properly mark and identify any patterns, core boxes and loose pieces that Buyer provides to Supplier. Buyer shall pay all transportation charges, packing and crating costs, for transportation of patterns to and from the Seller's plant. Pattern equipment, whether fabricated by or at Supplier's direction or furnished by Buyer, will be held by Supplier at Buyer's risk during the normal life of same. Buyer shall have the sole responsibility of providing for all insurance coverage on such pattern equipment for damage or loss by fire, theft, or other causality, as long as they are located in Supplier's plant and while they are in transit to or from Supplier's plant. Pattern equipment furnished by Buyer to Supplier shall be free and clear of all encumbrances, and Buyer will indemnify Supplier against any and all claims (and all costs resulting therefrom) made by third parties with respect to such pattern equipment. If Buyer's pattern equipment and/or tooling has not been used on an Order for more than twenty four (24) months, said tooling is no longer considered active and Supplier may, in its sole discretion either (a) charge Buyer for storage of such pattern equipment and/or tooling, at Supplier's then current storage fees; (b) return such pattern equipment and/or tooling to Buyer, at Buyer's sole risk, liability cost and expense; or (c) destroy such pattern equipment and/or tooling to Buyer, at Buyer's sole risk, liability, cost and expense.
15. **Waiver/Severability:** Waiver by the Supplier of any of these Terms shall not constitute a waiver of any other of these Terms. If any provision of these Terms is held to be void or unenforceable such provision shall be severed here from and the remainder of these Terms shall remain operative and binding on the parties.
16. **Assignment:** The Buyer shall not assign any agreement with the Supplier without the Supplier's prior written consent.
17. **Governing Laws:** The Transaction and these Terms shall be governed by the laws of the Province of British Columbia, Canada.