



GENERAL SALES TERMS

1. **Applicability.** These general terms and conditions of sale (“Terms”; together with the terms and conditions on the face of this sales order, the “Order”) are the only terms that govern the sale of equipment and/or parts specified on the face of this sales order (the “Goods”) by DryAir Manufacturing Corp. (the “Seller”, which includes its affiliate DryAir US, Inc.) to the party to whom the sales order is addressed (the “Buyer”). This Order constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
2. **Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the “Delivery Date”). Delivery dates are approximate and not guaranteed. Seller shall not be liable for delays in deliveries or failure to manufacture or deliver due to causes beyond its reasonable control including but not limited to acts of God, acts of Buyer, acts of military or civil authorities, fires, flood, epidemic, war, delays in transportation or inability to obtain necessary labor, materials, components for manufacturing facilities. In the event of any such delay the date of delivery shall be extended for a period equal to the time lost by reason of such delay.
3. **Delivery Location.** Delivery shall be made in accordance with the terms on the face of this Order. All Goods shall be delivered to the “SHIP TO POINT” address specified in this Order or as otherwise instructed by Buyer in writing (the “Delivery Location”).
4. **Risk of Loss.** Unless otherwise specified on the face of this Order, risk of loss of the Goods passes to Buyer upon delivery of the Goods to the Delivery Location.
5. **Amendment and Modification.** These Terms and Conditions may only be amended or modified in a writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of Seller.
6. **Cancellation of Order.** Buyer may cancel its order only with the prior written consent of Seller, which Seller may withhold in its sole discretion. All cancelations will be subject to payment to Seller of reasonable and proper cancelation charges and restocking fees. No returns of special, custom, or made-to-order Goods will be permitted.
7. **Payment Terms.** Seller shall issue an invoice to Buyer on the dates specified on the face of this Order or in Exhibit A and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller within 30 days of the date of Seller's invoice. Unless otherwise stated on the face of this Order, all payments hereunder must be in United States dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.25% per month (15% APR) or the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller.
8. **Limited Warranty.** Goods sold hereunder shall be subject to the limited warranty set forth at www.dryair.ca/service-support/warranty/.
9. **Termination.** In addition to any remedies that may be provided under these Terms and Conditions, Seller may terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
10. **Waiver.** No waiver by Seller of any of the provisions of this Order is effective unless explicitly set forth



in writing and signed by Seller. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Confidential Information. All non-public, confidential or proprietary information of the Seller, including, but not limited to, specifications, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Buyer at the time of disclosure; or (c) rightfully obtained by the Buyer on a non-confidential basis from a third party.

12. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

14. Governing Law; Venue. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the Province of Saskatchewan and the laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Saskatchewan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Saskatchewan. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Order. Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the courts of the Province of Saskatchewan located in Saskatoon, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

15. Cumulative Remedies. The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity or otherwise.

16. Severability. If any term or provision of this Order is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this Order.

17. Survival. Provisions of this Order which by their nature should apply after termination of this Order will remain in force thereafter, including, but not limited to, Sections 8 through 17.