

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
AND FOR THE PERFORMANCE OF
PROFESSIONAL SERVICES**

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These General Terms and Conditions of Sale and Delivery (these "Terms") are applicable to all customers (the "Customers" and each, individually, a "Customer") of Schoeck Canada Inc. (the "Company").

1. Performance of Professional Services & Terms and Conditions of Sale and Delivery:

1.1. Company shall sell and deliver to Customer and/or perform professional services (the "Services") for Customer, and Customer shall purchase and accept from Company the products (herein, the "Products") or Services described on or in any confirmed order, agreement or quotation, or any combination thereof (the "Order"), pursuant to the terms and conditions of the Order and those specified below, which taken together shall constitute the entire agreement between Company and Customer regarding the Products and/or the Services (herein, this "Agreement").

1.2. No other terms or conditions shall be of any effect unless otherwise specifically agreed to by Company in a separate written agreement duly signed by an officer of the Company. Customer will be deemed to have assented to all Terms if any part of the Products is accepted by the Customer. If Customer finds any Term not acceptable, Customer must so notify the Company at once and must reject the Products or Services delivered or performed under this Agreement. Any additional or different terms or conditions contained in Customer's order or response hereto shall be deemed objected to by Company and shall be of no effect. No general terms and conditions of a Customer shall at any time form a part of the content of any contract or agreement between the Customer and the Company, even if they are not further expressly rejected by the Company.

1.3. Unless otherwise agreed in writing, all quotations for Products or Services are valid for a period of three (3) months from the date of issue. Subsequent modifications in quantity, type or quality, if such are requested by Customer, will generally cause a modification of the quoted price. Drawings and samples enclosed with any quotation remain the property of Company. All drawings and samples shall be treated confidentially by Customer and samples must be returned to Company if requested.

1.4. No Order is binding upon the Company until the earlier of acceptance of the Order in writing or the delivery of the Products to the Customer or the Performance of Services for the Customer. Notwithstanding any prior acceptance of an Order by Company, Company shall have no obligation if the Customer is in breach of any of its obligations hereunder, or any other agreement between the Customer and Company, at the time Company's performance was due.

1.5. All verbal agreements concerning the terms of any Order, including agreements made by telephone, shall have no force and effect unless and until acknowledged by the Company in writing. The term 'writing' shall include communication by telefax and email.

1.6. Customer shall bear all costs associated with the cancellation or modification of the Order.

2. Prices:

2.1. All price quotations are EX WORKS (per Incoterms 2010) from the facilities of Company's parent company Schöck Bauteile GmbH, located at Vimbacher Strasse 2, D-76534 Baden-Baden, Germany, and do not include costs for packaging, postage or other freight charges, insurance or taxes, if applicable.

2.2. The price of the Products and Services shall be the Company's current prices in effect.

2.3. Company may, without notice to Customer, increase the price of the Products by the amount of any new or increased tax or duty (excluding franchise, net income and excess profits taxes) which Company may be required to pay on the manufacture, sale, transportation, delivery, export, import or use of the Products or the materials required for their manufacture or which affects the cost of such materials or the performance of the Services.

3. Terms of Payment:

3.1. Unless otherwise agreed to in writing by the Company, fifty percent (50%) of the amount invoiced shall be due and payable prior to production of the Products and another fifty percent (50%) of the amount invoiced shall be due and payable within thirty (30) calendar days following release of the Products from Customs and Border Protection. Customer shall make payments by check or wire transfer to the account indicated on the invoice, and the Company shall not be required to incur any expense to receive timely payment in full as required by this Agreement.

3.2. Company may, without notice, change or withdraw extensions of credit at any time. If Company ceases to extend credit terms before shipment, Customer's sole remedy shall be cancellation of its Order. If Customer does not receive notice before shipment, its sole remedy shall be rejection of the Products immediately upon delivery.

3.3. If the Customer fails to make payment on or before the date required, Customer shall pay interest to the Company at the rate of one point five percent (1.5%) per month or such lesser amount permitted by law. The specification or charging of interest shall not be deemed an agreement to extend credit.

3.4. If Customer fails to observe these Terms or the terms of any other agreements between Company and Customer, or if Customer becomes insolvent, all balances then due and owing to the Company shall become due immediately, notwithstanding any agreed upon payment periods. Any Orders that have been confirmed by the Company, but not yet filled, shall in such cases become cancelable at the sole discretion of Company.

3.5. Customer does not enjoy a right of set-off under any circumstances.

4. Delivery Terms:

4.1. Except as otherwise specified in this Agreement, the Products shall be delivered EX WORKS (per Incoterms 2010) from the facilities of Company's German parent company Schöck Bauteile GmbH located at Vimbacher Strasse 2, D-76534 Baden-Baden, Germany. Title to and risk of loss for the Products shall pass to Customer upon delivery thereof to Customer at Schöck Bauteile GmbH's facilities.

4.2. Company shall use reasonable effort to deliver the Products to, and perform the Services for, Customer by the agreed upon date, however these shall not be the subject of a contractual obligation of Company towards Customer. Except in cases of Company's willful misconduct or gross negligence, Company shall not be liable to Customer for delays in delivery or performance or damage to the Products or incurred by the Products, while in transit, irrespective of whether Company or Customer determined the mode of transportation.

4.3. The Products shall only be delivered on the basis of verified statics and plans provided by the Customer's Professional Engineer (PE) or the Engineer of Record (EOR). The Company shall keep the foregoing information confidential and shall use it only for the purpose set forth in the Order.

4.4. In cases of deliveries of Products manufactured to Customer's specification ("Special Orders") and unless otherwise agreed to in writing, all tools, models, plans, blueprints or other devices and/or documents used and/or developed by Company (the "Tools") in order to fulfill any Order or Special Order are the property of the Company, even if the cost of development and/or manufacturing of such tools, models, plans, blueprints or other devices and/or documents was wholly or partially borne by the Customer.

5. Security Interest:

5.1. As security for the timely payment and performance of all Customer's indebtedness to Company, Customer hereby grants to the Company a first priority security interest in the Products following delivery thereof to Customer ("Collateral"). Such interest shall remain in force until payment in full of the entire purchase price for the Products and any other amounts due to the Company by Customer.

5.2. Customer hereby expressly authorizes Company to file a PPSA Financing Statement to establish, perfect, preserve and protect Company's security interest in the Collateral as a legal, valid and enforceable security interest and lien. Customer shall cooperate in the respective filings and registrations which are required according to applicable local laws for an effective protection of Company's claim for payment of the Products, including, without limitation, any required documentation duly filed under the PPSA in all jurisdictions necessary.

6. Independent Contractor:

6.1. Company represents that it is free to enter into this Agreement and that this engagement does not violate the terms of any Agreement between Company and any third party. This is a non-exclusive Agreement. Company is expressly free without restriction to contract with and perform services for other parties or companies, no matter their business, while performing services for Customer.

6.2. This Agreement shall not render Company, an employee of, partner, agent of, or joint venture partner with Customer for any purpose. Company will remain an independent contractor in its relationship with Customer. Customer shall not be responsible for withholding taxes with respect to Company's compensation hereunder.

7. Confidentiality:

Customer, its representatives, employees or any other person which is directly or indirectly related to Customer (the "Customer's Representatives"), shall not use or communicate to third parties any trade secrets or know-how or any proprietary information relating to the products provided and services performed, if any, and the internal affairs of Company, in particular, confidential matters of which Customer or Customer's Representatives become aware during their activities on behalf of the Company, even after the expiration of this Agreement. Notwithstanding the foregoing, excluded from the above restrictions is any disclosure of confidential matters (i) that can be demonstrated to have been in the public domain prior to any disclosure of such information by Customer or Customer's Representatives, whether directly or indirectly; (ii) that becomes part of the public domain by publication or otherwise through no fault or negligence on the part of Customer or Customer's Representatives; or (iii) that is disclosed pursuant to a requirement of a governmental agency or as is required by operation of law. The terms 'trade secrets', 'know-how' or 'proprietary information', as used in this section, shall include, but not be limited to, architectural design and construction plans, statics, construction materials, construction methods, data bases, technical data, documentation, as well as customer information, sales and marketing methods and strategies and other internal information of the Company and its subcontractors (hereinafter collectively referred to as "Confidential Information"). Such Confidential Information remains

the property of Company. Customer shall not copy such Confidential Information, unless approved in writing by Company. Customer shall instruct Customer's Representatives to adhere to the terms and conditions of this provision.

8. Limitation of Liability:

8.1. COMPANY'S STANDARD OF CARE FOR ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE THE CARE AND SKILL ORDINARILY USED BY MEMBERS OF THE PROFESSION PRACTICING UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY OF THE PROJECT THAT IS SUBJECT TO THIS AGREEMENT.

8.2. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3. NOTWITHSTANDING THE TERMS AND CONDITIONS SET FORTH IN SECTION 8.1., COMPANY'S LIABILITY – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE VALUE OF CUSTOMER'S ORDER, AS DESCRIBED ON THE ORDER FORM, OR THE ORDER VALUE FOR (1) CALENDER YEAR, WHICHEVER AMOUNT IS LOWER. IT IS AGREED AND ACKNOWLEDGED THAT THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN COMPANY AND CUSTOMER, THAT COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

8.4. IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY PROVINCE, COUNTRY OR OTHER JURISDICTION.

9. Force Majeure:

9.1. Company shall not be liable to Customer or any other person for any failure or delay in the performance of any obligation under this Agreement due to events beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, wars, riots and public disorder, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdown, stoppages or delays, shortages or failures or delays of energy, materials, supplies or equipment, transportation embargoes or delays, acts of God, breakdown in machinery or equipment, and, except as otherwise set forth in this Agreement, acts or regulations or priorities of the federal, province or local governments.

9.2. When the event operating to excuse performance by either party shall cease, this Agreement shall continue in full force until all deliveries have been completed.

10. Miscellaneous Terms:

10.1. This Agreement and all claims arising out of or related to this Agreement, including tort claims, shall be governed by and construed in accordance with the laws of Ontario, Canada, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Ontario. The application of the Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded.

10.2. Any controversy or claim arising out of or relating to this Agreement, or the negotiation or breach thereof, shall be exclusively settled by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA"). The award shall be final and binding. Judgment upon the award rendered by the arbitrator or the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held in Toronto, Canada, shall be conducted in the English language, and shall be conducted (i) if the amount in dispute is less than two hundred fifty thousand Canadian dollars (\$250,000), before a single arbitrator mutually agreeable to Company and Customer, or if no agreement can be reached, then selected by the AAA, or (ii) if the amount in dispute is two hundred fifty thousand Canadian dollars (\$250,000) or more, before three (3) arbitrators. The arbitrator(s) shall make detailed findings of fact and law in writing in support of his, her or their decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party, in such manner as the arbitrator shall deem appropriate.

10.3. If any provision contained in this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

10.4. In the event of a violation or threatened violation of Company's proprietary rights, Company shall have the right, in addition to such other remedies as may be available pursuant to law or this Agreement, to temporary or permanent injunctive relief enjoining such act or threatened act. The parties acknowledge and agree that legal remedies for such violations or threatened violations are inadequate and that Company would suffer irreparable harm.

10.5. The parties hereto are independent contractors and nothing in this Agreement will be construed as creating a joint venture, employment or agency relationship between the parties.

10.6. This Agreement shall apply to all sales of the Products and performance of the Services for Customer.

10.7. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements between them, whether oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement is binding upon the parties hereto, their successors and permitted assigns.