

**GENERAL TERMS AND CONDITIONS
OF WHITESELL AS
SELLER OF
PRODUCT/SERVICES**

1. OFFER AND ACCEPTANCE:

These terms and conditions govern all sales of product and services to Buyer. Buyer has read, understands, accepts, and agrees to these terms and conditions. Seller rejects, and objects to, all terms and conditions of Buyer, and hereby notifies Buyer that Seller considers any term or condition of Buyer an unacceptable material alteration of these terms and conditions. If Buyer does not accept these terms and conditions, Buyer will notify Seller by promptly returning any shipments, and failure to do so shall constitute Buyer's unconditional acceptance of these terms and conditions. If submitted with or pursuant to a quotation by Seller, these terms and conditions constitute part of any offer reflected in such quotation (the "Offer"). By signing the Offer or by purchasing and accepting product or services pursuant to the Offer, Buyer agrees that (I) the Offer shall be construed as an offer or counteroffer by Seller, and not as an acceptance by Seller of any offer by Buyer or any prior, additional or different terms proposed by Buyer; and (ii) acceptance of the Offer by Buyer is expressly limited to acceptance of only the terms and conditions stated in the Offer, and upon acceptance the Offer shall constitute the entire contract between the parties. Buyer shall not submit additional or different terms and conditions, and any such additional or different terms and conditions of Buyer shall be deemed objectionable to Seller without further notice from Seller and shall not form a part of any contract between the parties. Seller may withdraw the Offer at any time prior to either expiration of the Offer or acceptance by Buyer. To the extent these terms or conditions are determined to constitute an acceptance of any offer of Buyer, such acceptance is expressly conditioned upon Buyer's assent to all of these terms and conditions only.

2. SHIPPING AND BILLING:

Buyer shall make timely payment based upon Seller's most recent quoted price and payment terms. Timely deliveries are based upon accurate forecast information from Buyer. Seller will attempt to meet delivery dates, but shall not be liable for delays. Buyer shall inspect products immediately upon delivery and promptly notify Seller in writing of any claims related to damaged or non-conforming product and provide Seller with reasonable information and opportunity to inspect such product. All claims of Buyer shall be resolved as provided in this contract, and Buyer shall not, based on any claims of Buyer or otherwise, withhold or offset payments due to Seller. All risk of loss for products shall pass to Buyer when such products are loaded for shipment to Buyer. Title to product shall pass to Buyer at time full payment is made to Seller.

3. CHARGES:

Prices under this contract are F.O.B. Seller's facility (or as otherwise specified by Seller in its quotation) and may be adjusted by Seller to its prices in effect at time of delivery. Prices do not include, and Buyer shall be responsible for, sales, use, and other taxes, customs duties and other governmental charges or assessments. Notwithstanding any other provision of these terms and conditions or any accompanying quotation or other document of either party, Seller reserves the right to increase or decrease prices at any time upon written notice to Buyer, except for goods already delivered. In addition to payment of prices specified by Seller, Buyer shall pay any charges imposed by Seller at the time of shipment based upon (a) unanticipated costs incurred by Seller including, without limitation, costs of extra packing for export, special engineering or servicing, manufacturing tool charges and overtime and additional work authorized by Buyer and (b) increases in manufacturing costs including, without limitation, costs of material, labour, plating and finishing and (c) extra charges for authorized changes. If Seller experiences cost increases, Seller will have the option to increase prices for future shipments and Buyer may, if it has not otherwise agreed to such increases, (I) accept these future shipments at the new prices (which will constitute acceptance of the price increase), or (ii) refuse to accept the future shipments and terminate this contract after fully complying with Section 11 below, in which event Seller shall have no obligation to Buyer.

4. CHANGES:

Orders are not subject to cancellation by Buyer nor deferment of shipment unless Seller physically signs a written acceptance of such cancellation or deferment and is indemnified against resulting loss including associated Minimum Fabrication Quantity for all product in process and/or on order. In addition, Buyer must pay cancellation charges equal to Seller's costs incurred on the order plus liquidated damages in the amount of 20% of the total price of the cancelled order. If cancellation occurs prior to full supply quantities, then charges include costs for special engineering or servicing, manufacturing and tool charges. Any changes to this contract shall be made in accordance with Paragraph 21.

5. LIMITATIONS:

Seller shall not be liable or responsible for any indirect, special, consequential, incidental or other losses or damages, or any expenses incurred or sustained by Buyer and/or by any other person, whether arising from any breach of this contract or any warranty by Seller or from the use, sale, handling, or storage of any product, or otherwise. In no event will Seller's liability, if any, exceed the purchase price

of products for which Buyer has fully paid under this contract. Buyer's exclusive remedy for breach of contract or warranty as to any product, and Seller's only liability for any such breach, shall be, at Seller's option, replacement or repair of such product, and such limitation shall not be deemed to cause this contract or any warranty to fail of its essential purpose if Seller is willing to effect such repair or replacement. All claims or actions of any kind against Seller, whether for breach of this contract or any warranty or otherwise, shall be filed, if at all, within one year after such claim or action accrues. The limitations in this paragraph shall apply whether or not any breach of Seller is alleged to have been intentional.

6. FORCE MAJEURE:

Any delay or failure of Seller to perform its obligations shall be excused if Seller is unable or finds it commercially impracticable to produce, sell, deliver, or perform as the result of an event or circumstance beyond the reasonable control of Seller, including but not limited to acts of God, actions by any governmental authority (whether valid or not), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, terrorism, labour problems (including lockouts, strikes and slowdowns), material shortages or unanticipated increases in material costs, or inability to obtain power, material, labour, equipment or transportation, or court injunction or order. Whether or not any of the foregoing occurs, Seller reserves the right to allocate inventories and production and to substitute other materials when Seller determines that such actions are necessary or prudent.

7. WARRANTY:

Seller makes no warranty except that the product, at time of delivery, conforms materially to the specifications and drawings furnished by Buyer and accepted by Seller, in accordance with specifications established by the Industrial Fastener Institute and/or the American National Standards Institute. Seller makes no other warranty or representation, express or implied, and specifically disclaims any warranty with regard to merchantability or fitness for a particular purpose. Buyer agrees to utilize any product that may have a minor non-conformance to print specifications where such non-conformance will have no functional or adverse effect in application or joint integrity. No warranty shall apply if a product is altered, stored, used, or handled improperly by Buyer or others. Failure of Buyer to use installation methods or tooling approved by Seller for use with products sold under this contract may void any warranty applicable to such products.

8. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:

Seller may, but shall not be obligated to, furnish to Buyer warnings, notices, instructions, or labelling regarding product use or content, including any hazardous content, and Buyer agrees to protect and hold Seller harmless from any failure of Buyer or others to follow such warnings or instructions.

9. INSOLVENCY:

Seller may immediately terminate this contract without liability to Buyer in any of the following or comparable events: (a) insolvency of Buyer; (b) filing of a voluntary or involuntary petition in bankruptcy of Buyer; (c) appointment of a receiver or trustee for Buyer; (d) assignment for the benefit of creditors of Buyer or (e) any plan or proposal for a compromise or arrangement between Buyer and any creditors. Buyer shall reimburse Seller for all costs incurred by Seller in connection with any of the foregoing, including but not limited to attorneys and other professional fees. Seller reserves all rights to reclaim goods upon Buyer's insolvency.

10. TERMINATION:

Seller may, without any liability of Seller to Buyer, terminate all or any part of this contract, suspend shipment of product, and seek all remedies to which Seller is entitled, if Buyer: (a) repudiates or breaches any part of this contract, or (b) fails to make timely payment per terms specified by Seller, or (c) sells or offers to sell or exchange (i) a material portion of its assets or (ii) an amount of stock sufficient to effect a change in control of Buyer. Without limiting the foregoing, Seller also may, without any liability of Seller to Buyer, terminate this contract for convenience, as to product not yet shipped or orders not yet accepted, upon notice of such termination to Buyer.

11. CERTAIN PROTECTIONS:

Seller may elect to make purchasing and operational decisions based on anticipated sales to Buyer. Without limiting other remedies of Seller, Buyer agrees:

(a) Upon any termination of this contract, including but not limited to termination by Seller for convenience, Buyer shall immediately pay to Seller, in addition to other sums owed, all costs of inventory, work-in-process and raw materials in Minimum Fabrication Quantity related to this contract, or use up such supply chain as completed product. "Minimum Fabrication Quantity" is the minimum quantity of product that Seller determines must be in the supply chain at any given time to sell and service Buyer. Seller may elect to manufacture or procure a Minimum Fabrication Quantity, but shall have no obligation to do so. This Minimum Fabrication Quantity is beyond any cumulative quantities shipped by Seller and represents Buyer's minimum on-going responsibility. Minimum Fabrication Quantity includes both domestic and overseas production, and overseas product requires an extensive and lengthy supply chain.

(b) During the first year following expiration of this contract or any termination of this contract by Buyer, Seller shall have a right of last refusal for sale of any or all products which Buyer requires during such period similar to products sold under this contract. Buyer during such period shall furnish to Seller a documented, verifiable, bona fide bid issued to Buyer in good faith by a qualified vendor, and such bid shall indicate specifications, volumes, pricing, and other terms and conditions under which such vendor is offering to sell the products to Buyer. Seller shall have ten business days to either match or decline to match the pricing offered by such vendor. If Seller notifies Buyer in writing that Seller will match such pricing, then Buyer shall continue to purchase the products from Seller for at least two years subject to the general terms and conditions of this contract. Otherwise, Seller shall be deemed to have declined to match the pricing and in that event Seller shall have no obligation to Buyer for sale of such products. Seller shall have no obligation to match such pricing or to exercise its right of last refusal.

13. INDEMNIFICATION:

If Buyer performs work on Seller's premises or utilizes the property of Seller (on or off Seller's premises), Buyer shall indemnify and hold Seller harmless from and against any liability, claims, demands or expenses (including attorneys and other professional fees) for property damages or injuries (including death) to Seller, its employees or others, arising from or related to Buyer's activities, except to the extent caused intentionally by Seller or caused solely by gross negligence of Seller.

14. NO ADVERTISING:

Buyer shall not, without first obtaining written consent of Seller, in any manner advertise or publish the fact that Seller is furnishing to Buyer product or services covered by this contract, or use any trademarks or trade names of Seller.

15. NO IMPLIED WAIVER:

Failure of Seller to require performance shall not waive or affect the right to require such performance thereafter, nor shall waiver of any breach by Buyer constitute a waiver of any succeeding breach of the same or any other provision.

16. NON-ASSIGNMENT:

Buyer may not assign or delegate its rights or obligations under this contract without Seller's prior written consent.

17. CONFIDENTIALITY; NON-CIRCUMVENTION:

Seller reserves all rights in all information that Seller has provided or may provide to Buyer (including, but not limited to, information related to costs, pricing, drawings, engineering instructions, manufacturing specifications, testing processes), which information Buyer agrees will be kept confidential and shall not, without prior written consent of Seller, be disclosed by Buyer, in whole or in part, other than to its employees who "need to know" such information and are instructed to keep such information confidential. Buyer agrees that product and component material sourcing information is confidential to Seller and, for a period of three years after expiration or any termination of this contract, Buyer shall not directly or indirectly purchase product or component materials from Seller's established suppliers or otherwise circumvent Seller's established relationships and purchase arrangements. Buyer acknowledges that a breach of its obligations under this section would cause irreparable harm to Seller for which monetary damages alone would not be an adequate remedy. In the event of any breach or threatened breach, Seller shall be entitled to appropriate equitable relief, including injunction and specific performance, in addition to any other rights and remedies available to Seller at law or equity.

18. RELATIONSHIP OF PARTIES:

Buyer and Seller are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose, nor does it grant either party authority to assume or create any obligation on behalf of or in the name of the other.

19. GOVERNING LAW; JURISDICTION:

This contract shall be construed in accordance with and governed by the laws of the Province of Ontario and those of the Dominion of Canada applicable therein, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceeding brought by Seller may be brought in any court(s) having jurisdiction over Buyer or, in Seller's sole discretion, in the court(s) having jurisdiction over Seller's location, and Buyer hereby irrevocably consents to and attorns to such jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings brought by Buyer against Seller may be brought only in the court(s) having jurisdiction over the location of Seller from which the contract was issued. If requested by Seller following the assertion by Buyer of any claim related to the quality of any product or any warranty, such claim shall be submitted to binding arbitration before a single arbitrator in accordance with the provisions of the Arbitration Act, 1991, S.O. 1991, C.17 as am. Such arbitration shall take place in Toronto, Ontario and be limited to such quality or warranty claims. The arbitrator in such proceeding shall apply the terms, conditions,

and limitations of this contract to such claim. If Seller prevails in any suit or other proceeding to enforce this contract, Buyer shall pay Seller's reasonable legal fees, disbursements and other costs incurred in such suit or proceeding, on a solicitor and client basis.

20. SEVERABILITY:

If any part of this contract is invalid or unenforceable under applicable law, such part shall, upon Seller's request, be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such applicable law, and the remaining provisions of this contract shall remain in full force and effect.

21. ENTIRE AGREEMENT:

This contract, together with the attachments, exhibits, supplements or other terms of Seller specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements, except that Buyer shall remain obligated for any payments owed for products shipped under any prior agreements. This contract may only be modified by a contract amendment issued by Seller. No terms or conditions other than those stated above and no agreement or understanding, oral or written, in any way purporting to modify these terms and conditions shall be binding on Seller unless hereafter made in writing and physically signed by its authorized representative. Notwithstanding, if Buyer and Seller have physically signed a long-term agreement, such long-term agreement will continue in force and any terms herein which are inconsistent or in conflict with the terms of the long-term agreement will be disregarded; however if the terms of that long-term agreement are mute on a specific issue, these terms and conditions apply to that issue.

Both Buyer and Seller agree to have these contract terms and conditions be written in English.