



**HOWE SOUND**  
PULP & PAPER CORPORATION  
A PAPER EXCELLENCE COMPANY

**Howe Sound Pulp & Paper Corporation**  
3838 Port Mellon Highway,  
Port Mellon, British Columbia, Canada V0N 2SO

Page / Total pages  
1 / 3

VENDOR GREASE DUCKS  
ADDRESS 200-100PARK ROYAL  
WEST VANCOUVER V7T 1A2  
Canada  
SELLER'S  
TEL 604-628-8881  
FAX 604-628-8882  
EMAIL SERVICE@GREASEDUCKS.COM  
  
SHIP TO Howe Sound Pulp and Paper Corp  
ADDRESS 3838 Port Mellon Highway  
Port Mellon, BC V0N 2S0

Work order	
PO NUMBER/DATE	43105669 /27-Jan-2016
BUYERS/TELP	Tobias Brunner /604-884-2582
EXT/FAX	/604-884-2174
EMAIL	Tobias.Brunner@hspp.ca
TRACKING NO	726670
REQUIRED DATE	01-Feb-2016

Acceptance of this Purchase Order is subject to the attached terms and conditions hereof which incorporated and constituted as an integral part of this Purchase Order  
Please confirm price and delivery within two (2) days via fax or email.

Item	Material	Description	Order qty.	Unit	Price per unit	Net value	Tax Code
00010		EXHAUST HOOD CLEANING	1	Activity	1,500.00	1,500.00	C8
10		The item contains the following services: EXHAUST HOOD CLEANING				1,500 ACT	

Total net value excl. tax CAD	1,500.00
<u>GST 5% :</u>	<u>75.00</u>
Total CAD	1,575.00

Acknowledged and agreed by the Seller,

This PO is computer generated,

( \_\_\_\_\_ )

No signature required by the buyer

General note:

1. This Purchase Order shall be effective when it is signed and/or agreed in its entirety by the Seller and shall continue to be effective in relation to the above-mentioned item(s).
2. Order number(s) must appear on all related correspondence, shipping document, and invoices.
3. All product supplied must meet current Worksafe BC regulations.
4. Tax Code : C8= GST 5%, CA= GST 5% + PST 7%, CB= GST 5%+ self asses BC PST, CC= PST 7%

## GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated by reference into each Order issued by the Buyer to you as Seller. As used herein, "Purchase Order" means Orders and other associated purchasing documents transmitted by the Buyer in hard copy by mail, facsimile or by any electronic means or transmission; "Seller" means the supplier shown on the face of the Purchase Order. "Goods" means the products of Seller shown on the face of the Purchase Order and all raw materials, components, tooling, equipment and supplies to be delivered by and all services to be provided by Seller hereunder; "Buyer" means the Mill or Company or Affiliate or Subsidiary as identified on the face of the Purchase Order, "Agreement" means the terms and conditions on the face or back of the Purchase Order and any other terms and conditions specifically incorporated herein by any reference.

**1. Acceptance-Agreement:** Acceptance of this Agreement is required and acceptance is indicated by immediately returning a signed copy by facsimile or email. However, any conduct by Seller recognizing the existence of an agreement also shall be deemed an acceptance without exception of the terms of this Agreement. Any addition or other modification in these terms or in quantities, prices or deliveries which is contained in any acknowledgment, invoice, other form or communication from Seller is hereby objected to and rejected, notwithstanding Buyer's acceptance of delivery or payment for goods or services.

**2. Fixed Prices:** Unless otherwise specified, the prices indicated indicated in the Purchase Order issued by the Buyer (the "Puder") are fixed and subject to no escalation until the Purchase Order is completed. The price of the goods does not include any kind of taxes (GST, etc).

**3. Terms of Payment**

(a) Unless otherwise specified, the Seller shall issue invoices in accordance with the payment schedule set forth in any Purchase Order. If an invoice schedule is not set forth in the Purchase Order, the Seller shall issue invoices only after the work in the Purchase Order is completed and not more than twice monthly.

(b) Any nonconforming or nonperforming equipment or components may be rejected by the Buyer and returned to Seller. In any instance where the Buyer is unable to return the rejected equipment or components to the Seller by the specific date agreed to in the Purchase Order, the Buyer will either ship the components to the Seller in their existing state at later day or hold the equipment or components in Buyer's storage at the Seller risk and expense.

(c) If payments are delayed by the Seller, affected payments shall become due only after the date on which the Seller completes the shipments.

(d) In the event that the delivery of the Equipment and/or performance of the Services is delayed beyond the date(s) specified in the Purchase Order, the Seller shall pay to Buyer such liquidated damages as are set forth in the Purchase Order, if any. Each party specifically accepts and acknowledges that the Delay Damages reflect a reasonable estimate of the damage resulting from any delay and not a penalty.

(e) If delivered goods or performed services are rejected by Buyer due to poor quality, the payments affected will be held till the corrections are completed by the Seller and the goods or services are accepted by the Buyer based on the specifications set forth in the Purchase Order or related supplementary documents or appendices. If the Seller fails to correct the quality problems/issues in given time, the Buyer has the right to use a third party to fix the problems/issues, and all the third party cost related to fix the quality problems/issues shall be charged to and paid by Seller.

**4. Changes:** Buyer may at any time make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, method of transportation or other terms of this Agreement or contained within any Purchase Order, which changes Buyer shall document in writing and which Seller shall immediately implement. If any such changes cause an increase or decrease in the cost or the time required for performance, an equitable adjustment shall be reflected in Buyer's written change notice, without which Seller has no authority to proceed. Seller agrees to accept any and all changes subject to this paragraph.

**5. Termination for Convenience of Buyer:** Buyer may at any time terminate this Agreement or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work and shall immediately cause its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge reflecting the percentage of the work performed prior to termination notice, plus actual direct costs resulting from termination. Seller shall not be paid for any work performed after receipt of the termination notice, except that necessary to effect termination, nor for any costs incurred which reasonably could have been avoided. Any claims by Seller under this paragraph must be asserted in writing in detail within thirty (30) days of receipt of Buyer's termination notice.

**6. Termination for Cause:** Buyer may also terminate this Agreement or any part hereof for cause if the Seller fails to comply with any of the terms of this Agreement or is otherwise in default hereunder. In such event, Buyer shall not incur any liability for such termination, and without prejudice to any other remedy Buyer may have. Seller shall be liable to Buyer for any and all damages sustained by reason of the default.

**7. Delivery:** TIME IS OF THE ESSENCE with respect to Seller's obligations hereunder. If delivery of items or rendering of services is not completed by the time set forth in this Purchase Order, Buyer reserves the right, in addition to its other rights, to return goods or terminate all or part of this Order and charge Seller with all costs, expenses and damages associated with such return or termination. Such costs may include, without limitation, inbound and outbound premium freight, charges related to excess production shortfall and premium operational and overhead expenses. Buyer will not be liable for Seller's commitments or production arrangements in excess of the amount or in advance of the Buyer's delivery schedule. Goods shall be delivered on the basis of the agreed Incoterms 2012 and Seller shall strictly comply with delivery instructions set forth in this Purchase Order; if none are stated, goods shall be delivered to the destination designated by Buyer. If Seller delivers Goods in advance of Buyer's delivery schedule, Buyer may either return such Goods at Seller's expense and risk hold for the scheduled delivery date or withhold payment for such Goods until the scheduled delivery date and place such Goods in storage in accordance with the scheduled delivery date. Buyer may delay delivery and/or acceptance for causes arising beyond its control. The foregoing shall also apply in the case of partial delivery of equipment.

**8. Taxes:** The price paid or to be paid to the Seller under this Purchase Order does not include any federal (other than federal and provincial income taxes imposed on Seller), provincial, or local property, license, privilege, sales, use, excise, value added, gross receipts, or similar taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment, and the Buyer's Material, its or their sale, their value or their use, or any services performed in connection therewith. The Buyer agrees to pay or reimburse the Seller for any such taxes which the Buyer or its Suppliers are required to pay.

**9. Inspection/Testing:** Upon notice, Buyer may make inspection visit(s) at the site where the goods are being designed or manufactured or services performed. Upon request, Seller shall provide Buyer with written or verbal reports relating to the status of its performance hereunder. Neither inspection, testing, delivery nor payment for the goods and services delivered hereunder shall constitute acceptance thereof. Seller will maintain adequate authenticated inspection and test reports, affidavits, and certifications in writing that are to be retained under the Purchase Order, retain such records for a period of ten (10) years after completion of the Purchase Order or as otherwise specified by Buyer and make such records available to Buyer upon request. Seller acknowledges that Buyer may reduce its incoming inspection procedures if reliance upon Seller's quality system as required hereunder. Buyer may reject any goods or services which are in Buyer's judgment defective, nonconforming or not in accordance with the specifications set forth in this Purchase Order. Goods rejected or those which are supplied in excess of quantities called for herein may be rejected by Seller at Seller's expense. In addition, Buyer may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event Buyer receives goods or services which defects or nonconformities are not apparent on examination, Buyer reserves the right to reject and require replacement, as well as payment of damages. Nothing in this Purchase Order shall relieve Seller from the obligations of testing, inspection and quality control.

**10. Returning Equipment or the Buyer's Material**

Prior to the return of any Equipment or Material to the Buyer, the Seller must obtain authorization and shipping instructions from the Buyer and remove all asbestos material. The Equipment or Material must be returned with complete identification in accordance with instructions furnished by the Buyer. In no event will the Buyer be responsible for Equipment or Material returned without proper authorization and identification.

**11. Return of Goods:** Buyer in no way is responsible for any costs related to rejected Goods, and therefore reserves the right to return for full credit or replacement, any items found to be defective, below industry standard or not to the specifications indicated on the Order. Seller will provide Buyer a reference and documentation in the form of industry standard RMA to facilitate return of goods and Seller will arrange collection of rejected goods entirely at the Seller's expense. Seller will be responsible for all charges related to the original supply rejected Goods including all inbound freight, handling, labor, equipment charges, duty, brokerage, taxes or any other expense incurred by Buyer related to Seller's supply of rejected Goods.

**12. Insurance:** the Seller (without limiting its obligations or liabilities under this Agreement) shall obtain and maintain, and be responsible to make its contractors, subcontractors and agents to obtain and maintain, the following insurance coverage for all employees working in Buyer's premises, or their products, equipment or materials used in Buyer's premises with insurers and on terms and conditions acceptable to the Buyer, acting reasonably: Worker's Compensation Insurance as required by law; comprehensive general liability insurance, bodily injury and property damage public liability insurance (including products and completed operations and contractual liabilities) of not less than \$2,000,000 per occurrence; automobile bodily injury liability insurance of not less than \$250,000 per person, and \$500,000 per accident, and property damage liability of \$500,000 per accident, or with such other limits as Buyer may specify in its. The Seller will promptly provide certificates of such insurance to the Buyer upon written request by the Buyer and advise the Buyer of any written notice of cancellation or material change to the coverage.

**13. Transfer and Export Compliance**

(a) Prior to the transfer to another party of any Equipment or Material or the transfer of any interest in said Equipment or Material or the Seller's facility in which said Equipment or Buyer's Material is installed, the Seller shall obtain from the Buyer written assurances from the transferee of limitation of and protection against liability following the proposed transfer no more than that afforded the Buyer and its Suppliers under the Agreement. Transfer contrary to the provisions of this Article shall make Seller the indemnitor of the Buyer and its Suppliers against any liabilities incurred by the Buyer and its Suppliers in excess of those that would have been incurred had no such transfer taken place.

(b) The Seller acknowledges that is required to comply with all applicable export laws and regulations relating to the sale, exportation, transfer, assignment, use and/or disposal of the Equipment supplied and any Material Serviced under the Agreement, including without limitation all export license requirements. The Seller agrees that the Equipment provided and Buyer's Materials Serviced under the Agreement shall not at any time, directly or indirectly, be sold, exported, transferred, assigned, used or otherwise disposed of in any manner which shall or may result in any non-compliance with such export laws and regulations. It is a condition to the continuing performance by the Seller of its obligations under the Agreement that compliance with such export laws and regulations be maintained at all times.

**14. Patents/Property Rights:** Seller shall indemnify, hold harmless, and, if requested by Buyer, defend Buyer against any and all claims, including but not limited to claims of Buyer's any customers, that goods or services sold hereunder infringe any Canadian or foreign letter's patent, copyright, trademark or any other rights and against any and all claims of infringement and/or unauthorised use and/or trade secret violations, provided Buyer gives Seller prompt notice of any claim or proceeding and, at Seller's expense, gives Seller necessary information and assistance; and Seller shall defend, indemnify and hold Buyer and its customers harmless against any and all expenses, losses, royalties, profits, damages and costs (including legal fees) resulting from any such claim or proceeding, including any settlement. Buyer may be represented by and actively participate through its own counsel in any such claim or proceeding if it so desires, at Seller's expense. All copyrightable material arising out of anything done pursuant to this Agreement shall constitute works made for hire/works made in the course of employment. Seller agrees that this Agreement constitutes an assignment of such rights to Buyer and agrees without cost or expense to Buyer to take such further appropriate action to assign such rights.

**15. Proprietary Information-Confidentiality-Advertising:** All information furnished by Buyer or any other person acting on behalf of Buyer and all information learned or observed about Buyer or its operations through performing this Agreement is confidential and Seller shall not disclose any such information to any other person, or use such information for any purpose other than performing this Agreement without Buyer's express written consent. All information and rights for, including detailed drawings, tools, jigs, fixtures, samples, models, specifications, or other documents provided by Buyer or prepared by Seller for Buyer shall be returned to Buyer promptly upon request. Seller shall not publicize the fact that Buyer has contracted to purchase goods or services from Seller, nor shall any information relating to this Agreement or any Purchase Order be disclosed without Buyer's written consent. Unless otherwise agreed in writing, no information disclosed by Seller to Buyer shall be deemed confidential and Seller shall have no rights against Buyer with respect to Buyer's use thereof.

**16. Warranties:** Seller warrants that all goods and services delivered shall:

- a. Be new and of first quality;
- b. Be merchantable and free from defects;
- c. Conform to specifications, descriptions and other conditions of this Agreement and any Purchase Order the highest standards of the trades or professions involved;
- d. Be performed by competent and qualified personnel in a proper and workman-like manner;
- e. Be free from liens and encumbrances with good title conveyed upon payment of the purchase price;
- f. Be fit and safe for their intended purpose, if Seller is or should be aware of the use to which such goods or services will be put; and
- g. Be approved by qualified licensed professionals in the event professional design work is involved.

Seller also warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties and guarantees provided by manufacturers or suppliers of material or equipment incorporated into the goods or services, and shall perform its responsibilities so that such warranties or guarantees remain in full effect. Seller agrees to promptly replace or otherwise correct, without expense to Buyer, any of the goods or services which do not conform to the foregoing warranties. In the event that Seller fails to promptly make such replacement or correction, Buyer may cause such replacement or correction to be made and charge Seller for all expenses associated therewith. The foregoing warranties and remedies shall be in addition to any warranties or remedies provided by law and shall survive inspection, test, acceptance, and payment.

**17. Limitation of Buyer's Liability; Liability of Seller:**

(a) Notwithstanding any other provision contained herein, the Buyer's maximum liability to the Seller on any claim of any kind for any loss or damage arising out of or in connection with or resulting from any Purchase Order by Buyer from Seller or from the performance or breach of this Agreement shall be limited to the purchase price of the Product with respect to which such matter arises or claim relates. In addition, notwithstanding any other provision contained herein, neither the Buyer nor its affiliates, nor it or its affiliates' respective directors, officers, employees, agents, contractors or subcontractors shall be liable to the Seller or its affiliates, or its or its affiliates' respective directors, officers, employees, agents, contractors or subcontractors for any indirect, incidental or consequential damages that may be suffered or incurred by any such Party, including but not limited to costs or claims arising from third party contracts, downtime, production time, or business interruption. The limitations on, and releases from liability expressed herein shall apply regardless of how caused and under any theory of liability, including without limitation, negligence (in whole or in part), strict liability, breach of contract, default or otherwise of Buyer and shall extend to its affiliates and its directors, officers and employees and shall survive termination of any agreement between the Buyer and Seller for any reason.

(b) If the Product delivered pursuant to any Purchase Order is found lacking in quality and a rejection of the faulty Product is agreed or awarded by arbitration, the Seller is under the obligation without unduly delay to replace the faulty Product at its own expense and reimburse the expenses that the Buyer may have incurred in receiving, storing and refloating the faulty Product in addition to any costs, expenses and damages that may be suffered or incurred by the Buyer.

**18. Liquidated Damages Clauses:** The Seller agrees to the liquidated damages herein set forth in order to avoid extended dispute and litigation following an event of default or non-compliance or non-performance with the terms of this Agreement, recognizing that the Buyer's actual damages in such event are not susceptible to precise calculation and acknowledging that the liquidated damages herein set forth constitute fair and equitable compensation to buyer in such event.

(a) **Late Delivery:** In the event that any shipment should be delayed from the latest shipment date, and such delays are not caused by reason originating from the Buyer or Force Majeure, the Seller shall pay to the Buyer liquidated damages due to shipment delay set forth in the Purchase Order. If no such term is set in the Purchase Order, the Seller shall pay to the Buyer 0.2% of the Purchase Order value for each day of delayed delivery will be applied, up to a maximum of 6% of the Purchase Order value.

(b) **Non-Delivery:** Failure to fulfill the Purchase Order in all or portion of it for whatever reason, except by reason originating from the Buyer or Force Majeure, will result in the cancellation of the Purchase Order or the corresponding portion of it under buyer's discretion. In such event the Seller is obligated to return all payment received from the Buyer or the corresponding portion if the Purchase Order is under partial cancellation, and should the Buyer re-purchase the order from other sources, any increased cost that will occur from the new transaction shall also be charged to and paid by the Seller.

(c) **Non-compliance or Non-Performing:**

If delivered goods or performed services are rejected by Buyer due to non-compliance or non-performance or any other problem relating to poor quality, including but not limited to wrong or sub-quality materials or poor workmanship, the Seller must make best efforts to correct/fix all problems/issues in the given time set by Buyer. If the Seller fails to correct all Buyer identified quality problems/issues in the given time, the Buyer has the right to use a third party to correct/fix the problems/issues, and any and all third party costs relating to the correction of the quality problem(s)/issue(s) shall be charged directly to Seller and paid by Seller.

**19. Indemnification:** Seller shall defend, indemnify and hold harmless Buyer against all damages, claims, costs and expenses (including legal fees) arising out of or resulting from the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors or which otherwise arises as a result of Seller's performance of this Agreement including without limitation liabilities to its affiliates, subsidiaries, shareholders, directors, officers, employees, agents and all actions subcontractors of each of them, from and against any and all damages or causes of action, claims, demands, liabilities, losses, damages, or expenses of whatsoever kind or nature (including without limitation, attorneys' fees), which the Buyer may suffer or incur by reason of (i) bodily injury, including death, to any third party, (ii) damage or destruction of any third party's property, including the loss of use thereof, (iii) environmental damages, arising out of or in any way connected herewith, (iv) any breach of, or default under, the Purchase Order (including, without limitation, any breach of, or default under, these General Terms and Conditions) or (v) any breach of duty or negligence of Seller, or otherwise.

**20. Assignments and Subcontracting:** Seller may not subcontract any part of this Agreement or of any Purchase Order beyond that customary in the conduct of its business without Buyer's pre-written consent. Seller may not assign this Agreement or any Purchase Order or amounts due thereunder without Buyer's written consent.

**21. Waiver:** Buyer's failure to insist on performance of any of the terms of this Agreement, its failure to exercise any right or privilege or its waiver of any breach hereunder shall not affect a waiver of any other right or privilege, whether of the same or similar type. No single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

**22. Power and Authority; Compliance with Law; Taxes:** The Seller represents and warrants that they have full power and authority to enter into this transaction. Seller warrants that all goods shipped hereunder have been produced and all services performed are in compliance with all federal, provincial and local laws, orders, rules, regulations and ordinances which may be applicable to Seller's performance of its obligations hereunder. Each Party shall bear its own taxes in accordance with the prevailing tax law and regulations.

**23. Liens:** Seller agrees that it shall not file any liens as a result of producing goods or services hereunder and that it shall not permit its subcontractors or other suppliers to file such liens under the Builder's Lien Act or any other provincial or federal statute. When requested, Seller shall provide Buyer with lien waivers for itself, its subcontractors and other suppliers in a form satisfactory to Buyer, who may withhold any payment(s) otherwise due until it has received reasonable assurances that all of Seller's obligations respecting the goods or services have been paid. If a lien is filed, Seller shall cooperate fully with Buyer, at Seller's expense, to cause the lien to be removed.

**24. Independent Contractor:** Seller, its subcontractors and other suppliers, shall at all times be independent contractors and no express or implied representations to the contrary shall be made. Seller shall at all times retain exclusive liability for wages and all employment-related obligations due its employees and shall indemnify Buyer for any liability arising therefrom.

**25. Statute of Limitations:** All rights of Seller to commence any court action or proceeding with respect to this Agreement shall terminate one (1) year after the cause of action has accrued.

**26. Expenses of Litigation:** In the event Buyer is involved in any litigation with respect to this Agreement, Buyer shall recover from Seller its costs and legal fees incurred in enforcing or defending its rights hereunder.

**27. Captions:** Captions preceding particular sections are for convenience only and are not to be construed as part of this Agreement or as a limitation of the scope of a particular section to which they refer.

**28. Language:** The parties have requested this Agreement and all Documents and communications relating thereto be expressed in the English Language. Les parties require que toutes les communication ainsi que la documentation soit exprimées en langue anglaise.

**29. Governing Law:** This Agreement shall be interpreted in accordance with the laws of the Province of [province mill is located in] and the laws of Canada applicable therein.

**30. Arbitration:** All disputes arising in connection with this Agreement (including, without limitation, these General Terms and Conditions) shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules.

**31. Entire Agreement:** This Agreement and any documents referred to on the face hereof, constitute the entire agreement between the parties superseding all previous negotiations or agreements relating to the subject matter. Seller shall promptly notify Buyer of any discrepancies or conflicts appearing in this Agreement or in the documents. In case of conflict, the Purchase Order itself shall override the provisions imposed under these General Terms and Conditions. The Seller acknowledges and agrees that no employee, officer, agent or representative of the Seller has the authority to waive any of, or make any representations, statements or promises in addition to, or in any way different than, those contained in, these General Terms and Conditions and that it is not entering into any agreement with the Buyer in reliance upon any representation, statement or promise of the Buyer except as expressly stated herein the Agreement.

**32. Incorporation of Terms and Amendments:** All Purchase Orders between the Buyer and the Seller are subject to these General Terms and Conditions as if the provisions were fully set forth in writing and signed by the Parties. No changes, amendments or clarifications of these General Terms and Conditions shall be valid or effective unless in writing and signed by an authorized representative of each of the Seller and Buyer.

**33. Severability:** The provisions of this Agreement (including, without limitation, these General Terms and Conditions) shall be cumulative and in addition to any other remedy provided by law. The failure by either Party to insist on strict performance of any provision contained in this Order (including, without limitation, these General Terms and Conditions) or to take advantage of any right contained herein, shall not be construed as a waiver of such provision or right.

**34. Notice:** Any notice or other writing required or permitted to be given under this Agreement or for the purposes of it to any party shall be sufficiently given if delivered personally or if sent by prepaid registered mail or if transmitted by fax to the respective address of the Buyer and Seller provided within any Purchase Order. Any notice delivered by hand or prepaid courier will be deemed to be received on the date actually delivered and any notice delivered by facsimile will be deemed to be received on the business day following the day the sender receives facsimile confirmation of the delivery.

**35. Title / Risk:** Title and risk of loss or damage to the goods which are the subject of this Agreement shall pass to the Buyer upon delivery at the Buyer's facility, unless otherwise specified.

**36. Packaging and Shipment:** Buyer's Order number, item description and item number as indicated in the Order must be plainly marked on all invoices, packages, bills of lading and shipping orders. Shipping memos or packing lists must accompany the goods. Bills of lading or shipping receipts shall accompany each invoice. Buyer's count or weight shall be final and conclusive on all shipments. Under no circumstances will charges be allowed for transportation, boxing, or packing unless stated in the Purchase Order.

**37. Force Majeure**  
(a) The Buyer will not be liable for failure to perform or delay in performance of any obligation resulting from or contributed to by any cause beyond the reasonable control of the Buyer or from any act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act or priority) of any governmental authority; act of terrorism; civil disturbance, rebellion, insurrection, riot or sabotage; fire, inclement weather conditions, earthquake, flood or natural disaster; strike, work stoppage or other labor difficulty; embargo, epidemic or quarantine; railroad car, fuel or energy shortage; major equipment breakdown; delay or accident in shipping or transportation; or failure or delay beyond its reasonable control in obtaining necessary manufacturing facilities, labor, or materials from usual sources.  
(b) In the event of a delay in performance excusable under this Article, the date of Delivery or time for performance of the work th Buyer may, without any liability to the Seller, discontinue or curtail the purchase and acceptance of any deliveries to the Seller under this Agreement for a period of time reasonably necessary to overcome the effect of such delay. Upon resuming sales, the Buyer will not be obliged to purchase, any additional quantities to make up for the reduced sales.

**38. Right to Set-Off:** The Buyer shall have the right to set-off withhold or nullify the application by the Seller for payment or any approval for payment to such extent as may be necessary to protect the Buyer from sustaining any loss on account of non-payment by the Seller of any of his dues to the Buyer on any account whatsoever and release the amount withheld only after satisfactory fulfillment by the Seller.