

## ***Cascade Aqua-Tech Ltd – Terms and Conditions Agreement***

### ***Order Processing***

An accurate purchase order (PO) (including: pricing, Sold To, Ship To, Bill To, method of shipping and any special order requirements) is required for all orders.

### ***Order Fulfillment and Acceptance***

Cascade's acceptance is subject to the availability of stock and to Cascade's price in effect at the time of shipment.

### ***Price and Payment***

Any applicable taxes or government charges may, at Cascade's option, be added to Cascade's price in effect at the time of shipment. The payment terms and due date shall be those stated on the "Credit Agreement" document. If payment is not received within the due date, Cascade will charge interest at a monthly rate of 2%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts over 60 days without notification. The Payment Due Date is the date Cascade expects to RECEIVE payment.

### ***Transportation***

As mutually agreed by Cascade and its customers. No hazardous material will ship by air freight, FedEx or UPS Ground service.

### ***Freeze / Heat Damage***

Some products are susceptible to freeze/heat damage. Cascade takes every precaution to ensure that products are shipped properly. However, Cascade assumes no liability for damage to products due to freezing or excessive heat after they have left our shipping location.

### ***Transfer of Title and Returns***

Title to the goods transfers to Buyer upon delivery/transfer of the goods to the carrier. In the case of in-house deliveries, title is transferred at the time the good leaves Cascade's warehouse. Stock returns within 60 days must be accompanied by a copy of the original receipt or invoice. Product returns after 60 days of the purchase date will not be accepted.

### ***Returned Goods***

Credit for returns will be issued on the basis of invoiced price, less a restocking fee\* and freight charges incurred by Cascade. The restock fee is variable based on the age of the return as determined from the original invoice date. The details of the restocking fee schedule are shown in the table below. Credit will be issued only on goods that are received undamaged, in good condition and re-sellable. Age of Return, based on original invoice date:

Restocking Fee\*

0 - 30 days - 15%

31 - 60 days - 30%

61 - 75 days - 50%

\*Restocking Fee is a % of the invoiced price of returned material.

***Custom Colour, Tinting and Non-Standard Products***

Non-standard products that are not stocked. Non-Standard (NS) products are special colors, packaging variants or variations other than those listed in current published literature. Custom products are prepaid and non-refundable.

Colour vials added to pails by a contractor become the responsibility of the contractor. No guarantees can be made relating to colour consistency or accuracy. We strongly recommend boxing pails to eliminate / minimize inconsistencies. In addition, colour consistency must be checked/ verified on site by our customers prior to application of in-house tinted products. Cascade is not responsible for the cost of material or labour to recoat a project.

The terms and conditions contained in this document are binding on you as the buyer, unless and to the extent any such term or condition directly contradicts a specific term or condition set forth in a formal written agreement signed by you as buyer and Cascade Aqua-Tech Ltd. as seller, in which case the terms and conditions set forth in the formal written agreement shall govern.

Cascade Aqua-Tech Ltd.