

The following document shall outline the terms and conditions for the sale of goods or services by Patriot Forge Corporation referred to as the "Seller" to any person or institution charged with the purchase of said goods or services referred to as the "Buyer"

1. PRICING

- 1.1. All prices quoted are subject to adjustment at time of order placement if greater than 7 days.

2. ORDER ACKNOWLEDGEMENT

- 2.1. All orders are subject to approval by the seller. Orders are not approved or accepted until an order acknowledgement is sent to the buyer.

3. CANCELLATION / DELAY

- 3.1. Orders that have been acknowledged cannot be cancelled, delayed, expedited or otherwise modified without approval from the seller. All cancelled orders will be billed at the incurred cost, plus a markup, plus a stocking fee where seller determines it to be appropriate. Orders that are greater than 50% complete will be invoiced at full purchase price and may be subject to cancellation fees above and beyond the purchase price. Delivery dates that are extended by the buyer will be reviewed and must be approved by the seller and may have stocking fees applied.

4. DESIGN ACTIVITY

- 4.1. Seller does not take responsibility for design activities or for the buyer's determination of the effectiveness or reliability of the materials end use. Patriot Forge will meet the requirements of all of its valid certifications and the requirements set further by the buyer at the time of purchase. Seller may at times, provide guidance on the capabilities of materials but claims no liability over the selections made by the buyer or the advice given in respect to end use. Seller's sole responsibility is to provide materials, products and services to buyer's requirements and/or industry standard practices and specifications. Buyer agrees to indemnify and hold harmless seller against any and all liabilities, costs, expenses, or liquidated damages arising from buyer's design activities, including drawings, specifications.

5. WARRANTY

5.1. Seller Warrants:

- 5.1.1. All material will be supplied to the requirements of the buyer's purchase order and drawings. Provided that, in the event of any inconsistency, the purchase order will take precedence.
- 5.1.2. Title to all products will be transferred to the buyer based on FOB shipping point or FOB buyer location as noted on the order confirmation at time of purchase order.
- 5.1.3. Seller Warrants that all materials, products or services sold to the buyer are of merchantable quality and fit for the purpose intended. Seller makes no other warranties express or implied.
- 5.1.4. Seller makes no other warranties express or implied in this document, or in other documents provided by seller with respect to a contract for the provision of goods and services.

6. MATERIAL RETURNS/ REJECTIONS

- 6.1. Materials shall be promptly inspected by buyer for damage, defects, or other failure to comply with the buyers purchase order upon receipt. All claims for replacement product must be made within 30 days of buyer's receipt of products or services. Seller will not be held liable for any deficiency that is

found after 30 days of buyer's receipt for any reason unless agreed to in writing. In the event that a defect or non-conformance is found within 30 days of buyer's receipt of material, Seller will be given access and information sufficient to perform an investigation of the non-conformance. Should seller determine that the defect or non-conformance is a result of poor workmanship or gross negligence, seller will agree to replace the material. Seller will not accept back charges, further processing costs, or other liquidated damages as a result of buyer receiving non-conforming products for any reason.

7. PAYMENT TERMS

7.1. Payment terms are 30 days net from date of invoice unless otherwise agreed to by Patriot Forge Corporation in writing. A failure by the Buyer to make any payment according to these terms may defer shipments of products from seller to the buyer until such dispute is resolved to seller's satisfaction.

8. CREDIT REVIEW

8.1. Purchase orders, deliveries, or performance of services may be subject to the approval of the buyer's credit score by seller. Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security deemed to be satisfactory to the seller.

9. DELIVERY DATES

9.1. Deliveries will be made according to provided shipment dates at the time of order acknowledgement, or as close as is practical. Seller will not be liable for liquidated damages associated with delayed shipments.

10. DISPUTE RESOLUTION

10.1. Any dispute arising between seller and the buyer will be resolved and governed by the laws of the Province of Ontario and all legal proceedings shall be solely commenced and continued at a Court of competent jurisdiction, in the Province of Ontario.

11. WAIVER, AMENDMENT, ALTERATION OR MODIFICATION

11.1. No waiver, amendment, alteration or modification of these terms and conditions shall be binding on the Seller unless agreed to in writing by an officer of Patriot Forge Corporation.

12. LIMITATION OF DAMAGES

12.1 Patriot Forge Corporation shall have no liability to buyer with respect to the sale of products or provision of services for lost profits or for special, consequential, exemplary or punitive damages of any kind whether arising in, contract, tort, product liability, negligence, strict liability or otherwise, even if Patriot Forge Corporation was advised of the possibility of such lost profits or damages. In no event shall Patriot Forge Corporation be liable to buyer for any damages whatsoever in excess of the total price paid by buyer for goods and/or services referenced in the quotation.

13. ENTIRE AGREEMENT

13.1 This Agreement constitutes the entire Agreement between the parties and supersedes all prior communications, negotiations, arrangements and agreements with respect to the subject matter of this Agreement.