



Helix Uniformed Limited

Standard Terms and Conditions

1. **APPLICABILITY OF TERMS AND CONDITIONS.** These Terms and Conditions ("T&C") will govern all sales by Helix Uniformed Ltd ("Helix") of Goods ("Goods"), unless otherwise agreed to in writing, signed by Helix by an authorized agent in Quebec. Terms and conditions contained in Buyer's purchase order or any other documents that are different than or in addition to these T&C are objected to and will not be binding on Helix. Buyer will be deemed to have agreed to these Terms and Conditions by Buyer's issuing a purchase order number, Helix's receipt of a written acknowledgement of Buyer's placement of an order, or Helix's commencement of performance. Helix reserves the right to change these T&C, or issue new terms, at any time, and all subsequent orders shall be bound thereof. If for any reason Helix's Quotation is deemed an acceptance of an offer made by Buyer, such acceptance is expressly conditioned on Buyer's assent to these T&C, which assent will be evidenced by the earlier of Buyer's acceptance of Goods delivered by Helix or any other performance by Buyer. Helix will sell Goods only if Buyer assents to these T&C. By accepting this Purchase Order, Buyer agrees to adhere to all laws.

2. **QUOTATIONS, ORDERS AND PRICES.** All prices and specifications contained on the face of Helix's Quotation are subject to change without notice, unless indicated otherwise on the face of the Quotation. All quotations on Helix's standard catalog items are made subject to prior sale of such Goods. The minimum billing charge on any order is \$500.00 plus freight, handling and delivery charges. Any additions to orders already placed by Buyer will be considered as new orders.

3. **BROKEN PACKAGE CHARGE.** A \$75.00 broken package charge will be applicable to all Goods ordered in quantities other than standard carton increments.

4. **TAXES.** All applicable taxes extra.

5. **SHIPPING.** All shipping is F.O.B. Helix Montreal Quebec unless otherwise stated on the quote. All returns must be prepaid by the Buyer.

6. **PAYMENT TERMS AND CONDITIONS.** To establish credit with Helix, a Credit Application must be completed and processed by Helix. Terms will commence only after approval. The length of time required to obtain approval varies directly with the references supplied by the applicant. Once approved, the account will be payable within the specified terms. It is the Buyer's responsibility to ensure that payments are received by Helix before the due dates. Accounts, which become thirty (30) days overdue, are subject to an interest charge of two (2) percent per month with the calculation to begin upon the first day overdue. Upon becoming overdue, the terms are changed to Cash On Delivery (COD) and will remain as such until the account balance is paid to terms. If an account becomes 60 days delinquent, it will be referred to a credit collection agency with all fees for such agency to be paid by Buyer, and no further credit will be issued to the Buyer. If a former Buyer in good standing has not purchased from us within the past 12 months, a new Credit Application must be processed.

7. **CLAIMS AND ACCEPTANCE.** The Buyer shall notify Helix of any defect, error or shortages in any items received by the Buyer, in writing, within thirty (30) days after delivery and such written notice must state the applicable Helix Invoice Number and must be accompanied by any documents or other papers that substantiate the alleged defect, error or shortage. If the Buyer fails to provide such documentation within the required time, Buyer will be deemed to have waived such defect, error or shortage and to have accepted the items delivered. (See Returned Goods Policy in section 15 here). If the Buyer receives merchandise that has been damaged in transit it is important to keep the shipping carton, packing material and parts intact. Always point out carton damage to the carrier, upon receipt.

8. **BUYER'S AGREEMENT TO DEFEND.** If Helix manufactures or sells any Goods to meet Buyer's instructions, specifications or any other requirements, and such Goods are not included among Helix's standard catalog items offered by it to the trade generally in the usual course of its business, Buyer agrees to defend, indemnify and hold Helix harmless from and against any and all loss, cost, damage, liability or expense (including, without limitation, any penalties or punitive damages, reasonable attorneys' fees and expenses and costs of suit) arising out of the manufacture, sale or use of such Goods, including, without limitation, claims for actual or alleged infringements of any United States or foreign patent or copyright, or any actual or alleged unfair competition resulting from similarity in design, trademark or appearance. Helix shall supply Buyer with catalogs, specifications, instructions and recommended

installation procedures pertaining to the Goods; however, Buyer alone shall be responsible for the proper training, instruction and supervision of its contractors, employees, agents or purchasers with respect to the safe and correct use and application of such Goods. If Buyer uses any Goods from Helix not in accordance with Helix's catalogs, specifications, instructions or recommended installation procedures, Buyer agrees to defend, indemnify and hold Helix harmless from and against any and all loss, cost, damage, liability or expense (including, without limitation, costs of suit and reasonable attorneys' fees and expenses) arising out of or relating to or resulting in any way from such use by Buyer.

9. **NOTICE OF ACCIDENT OR MALFUNCTION.** Buyer will notify Helix in writing, no later than thirty (30) days from any accident or malfunction involving the Goods that result in personal injury or damage to property, and will cooperate fully with Helix in investigating and determining the cause of such accident or malfunction. If Buyer fails to give such written notice or fails to so cooperate, Buyer agrees to defend, indemnify and hold Helix harmless from and against any and all loss, cost, damage, liability or expense (including, without limitation, costs of suit and attorneys' fees and expenses) arising out of or relating to or resulting in any way from such accident or malfunction.

10. **TOLERANCES AND VARIATIONS.** Except as specified by Buyer and agreed to in writing by Helix, the Goods will be produced in accordance with Helix's standard practices. All Goods, however, including those produced to meet an exact specification, will be subject to tolerances and variations consistent with good manufacturing practices in regard to dimension, weight, section, composition, mechanical and electrical properties; to normal variations in surface and internal conditions and in quality; and to deviations from tolerances and variations consistent with practical testing and inspection methods.

11. **WARRANTY AND DISCLAIMERS OF WARRANTY.** Helix warrants to Buyer that the Goods supplied hereunder will be free from defects in material and workmanship under normal and proper usage for a period of one year from the date of shipment by Helix. The foregoing warranty will not cover and Helix makes no warranties with respect to (i) any Goods subjected to abuse, misuse, misapplication, neglect, alteration or accident; to improper and incorrect installation or maintenance; or to abnormal conditions of use, temperature, moisture, dirt or corrosive matter; and (ii) any materials, parts, goods or other components that are manufactured by an entity other than Helix. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE ARISING BY OPERATION OF LAW, TRADE, USAGE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Buyer agrees to provide Helix with written notice of any breach of the above warranty within thirty (30) days after Buyer discovers, or should have discovered, the alleged breach. Time is of the essence herein, and Buyer's failure to provide written notice to Helix within the required time of any alleged breach of the foregoing warranty will release and discharge Helix from any obligation or liability for that breach of warranty. The foregoing warranty extends only to Buyer and to no other person or entity. Buyer agrees to give Helix full access to all Buyers relevant records and data.

12. **REMEDIES AND LIMITATIONS ON REMEDIES.** In the event of any material breach of the above warranty, Helix will, at its sole option, credit Buyer's account, repair any defective Goods or furnish a replacement part or Goods, all subject to Buyer providing written notice of the alleged breach within the time required. **THE REMEDIES SET FORTH HEREIN SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO BUYER SO THAT HELIX'S CREDIT OF BUYER'S ACCOUNT OR REPAIR OR REPLACEMENT IS A FULFILLMENT OF ALL HELIX'S OBLIGATIONS.** Helix SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, NOR UNDER ANY CIRCUMSTANCE SHALL Helix BE LIABLE FOR DAMAGES BEYOND THE PRICE OF THE GOODS PURCHASED BY BUYER, WHETHER IN CONTRACT, IN TORT AND LIABILITY OR UNDER ANY WARRANTY OR OTHER USE, AND WHETHER OR NOT SAID LOSS, COST, PENALTY OR DAMAGE WAS REASONABLY FORESEEABLE. If Helix requests, the Goods alleged to be defective will be returned to Helix, at its direction and expense, for examination. No Goods are to be returned to Helix without its prior written authorization. If Helix discovers that any Goods so returned are not covered by the foregoing warranty, Helix reserves the right to charge Buyer for all transportation costs and expenses incurred by Helix in examining, processing or handling such Goods. Any controversy or claim arising out of or relating to this contract or the breach hereof, must be commenced within two (2) years after the cause of action has accrued.

13. **DEFAULT OR DELAY.** Helix will not be liable for any default or delay in the production or delivery of any Goods when such default or delay



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results either directly or indirectly from acts of God or unforeseeable or irresistible events, including without limitation: (a) accidents to, or breakdowns or mechanical failure of, Helix's plant machinery or equipment; strikes or other labor troubles or labor shortages; fire; flood; wars; acts of the public enemy; delays by any supplier; delays in transportation or lack of transportation facilities; embargoes; shortages of, or reductions in energy sources; priorities, allocations, limitations, restrictions or other acts required or requested by Federal, provincial or local governments, or any subdivision, bureau or agency thereof, or (b) any other cause beyond Helix's control.

14. **CANCELLATION.** Buyer cannot cancel orders for delays in delivery or other cause until Helix has received written notification of such intention. In any event, Buyer shall be obligated to accept and pay for any Goods previously shipped and to pay cancellation charges based on expenses incurred or commitments made by Helix for any Goods which are in the process of manufacture for Buyer. Helix reserves the right to apply a minimum cancellation charge of the greater of \$50.00 or 25% of the purchase price of the unshipped portion of the order, on any orders for standard stock items Buyer cancels.

15. **RETURNS.** No Goods may be returned without first having secured prior written authorization from Helix's Montreal Quebec office. Only non-obsolete standard stock items in original cartons may be returned, freight prepaid. Return requests must be initiated within one year from date of original shipment. Such requests follow the same channels as order placement. Returns will be subject to factory inspection for resalability and for quantity before credit, which will be applicable to replacement or future purchases by Buyer, is issued. Helix reserves the right to apply a minimum restocking charge of the greater of \$100.00 or 30% of the purchase price of the returned materials, plus original freight charges (if applicable) to all returns.

16. **NOTICES.** Any notice to Helix required or permitted hereunder will be deemed to have been effectively delivered if in writing and served by personal delivery to Helix or sent by registered or certified mail with return receipt requested (or such form of mail as may be substituted therefor by postal authorities), postage prepaid, to Helix at the address specified on the front page hereof and marked ATTN: Marketing Administration.

17. **CONFIDENTIALITY.** Buyer agrees that all Information furnished by or obtained from Helix in connection with the sale of Goods hereunder will be confidential, and Buyer agrees not to (i) disclose any such Information to any other person, or (ii) use such information for any purpose, other than performing this contract.

18. **SECURITY INTEREST.** Helix retains a security interest in all Goods and all proceeds and products thereof until all amounts due or to become due hereunder have been paid. Any repossession and removal of Products shall be without prejudice to any of Helix's other remedies at law or inequity. Buyer agrees, without further consideration, at any time to do or cause to be done, executed and delivered, all such further acts and Instruments as Helix may reasonably request in order to protect Helix's security interest

19. **VENDOR'S HYPOTHEC:** As security for its obligations hereunder and under the attached purchase order, including the payment of all amounts due by Buyer to Helix under the sale contemplated in the attached purchase order, Buyer hereby grants a hypothec in favour of Helix on all of the Goods described in the attached purchase order and all of the proceeds and products thereof for the amount contemplated in the attached purchase order, with interest thereon at the rate of 25% per annum. Buyer agrees, without further consideration, at any time to do or cause to be done, executed and delivered, all such further acts, registration forms or other documents as Helix may reasonably request in order to render the hypothec contemplated herein and in the purchase order opposable to third parties."

20. **PATENT.** Helix shall defend Buyer against any claim of infringement and shall pay any resulting damages finally awarded, provided that (a) Buyer promptly notifies Helix in writing of any claim, and (b) Helix has sole control of the defense and all related settlement negotiations. This obligation does not apply to claims arising out of combinations of Goods with goods provided by others, or to claims resulting from compliance of the goods with Buyer's design or specifications, or which Buyer assumes and shall hold Helix harmless for any claims thereof.

21. **Renunciation:** Helix and the Buyer hereby renounce to their right to the application of the United Nations Convention on contracts for the International Sale of Goods

MISCELLANEOUS. The failure of either party to insist upon performance of any term or condition herein or to exercise any right or privilege shall not thereafter waive the future performance of such term, condition, right or privilege or of any other terms, conditions, rights or privileges, whether of the same or similar type. The rights herein and the construction of these Terms and Conditions shall be governed by the laws of the Province of Quebec, without giving effect to principles of conduct of laws. These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each provision hereof shall be severable, and in the event any provision hereof is held to be contrary to law, invalid or unenforceable, the remaining provisions shall not be affected thereby, but shall remain in full force and effect. The paragraph headings herein are solely for the convenience of and reference by the parties and do not constitute any part of these Terms and Conditions. Buyer may not assign its rights or delegate its obligations hereunder without Helix's prior written consent.