

## MHD-ROCKLAND REPAIRS AND OVERHAULS

**CONTROLLING PROVISIONS:** No terms and conditions other than the terms and conditions contained herein shall be binding upon MHD-ROCKLAND unless accepted by it in writing signed by its General Manager. All terms and conditions contained in any prior oral or written communication, including, without limitation, Client's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on MHD-ROCKLAND, whether or not they would materially alter this document, and MHD-ROCKLAND hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Client will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and/or services.

**TERMS:** Client agrees to pay for the repaired products according to MHD-ROCKLAND's payment terms. In the event Client fails to make any payment to MHD-ROCKLAND when due, Client's entire account(s) with MHD-ROCKLAND shall become immediately due and payable without notice or demand. All past due amounts shall bear interest at a rate of 1.5% per month or 18% per year. The prices for the repaired and/or overhauled products shall be indicated in MHD-ROCKLAND's invoices and statements of accounts.

**REMEDIES OF MHD-ROCKLAND:** Should the Client be in default of its obligations as detailed hereunder, MHD-ROCKLAND shall be entitled to retain all products which it has arranged **for repair or overhaul until full and final payment of all sums owing to it.** Upon default by Client, Client agrees to reimburse MHD-ROCKLAND all reasonable attorney fees and court costs incurred by MHD-ROCKLAND in connection therewith. Client agrees that any of the following shall constitute an event of default which shall enable MHD-ROCKLAND, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Client to perform any term or condition contained herein; (b) any failure of Client to give required notice; (c) the insolvency of Client or its failure to pay debts as they mature, an assignment by Client for benefit of its creditors, the appointment of receiver for Client or for the materials covered by this order or the filing of any petition to adjudicate Client bankrupt; (d) the death, incompetence, dissolution or termination of existence of Client; (e) a failure by Client to provide adequate assurance of performance within ten (10) days after a justified demand by MHD-ROCKLAND or (f) if MHD-ROCKLAND, in good faith, believes that Client's prospect of performance under this Agreement is impaired. All rights and remedies of MHD-ROCKLAND herein are in addition to, and shall not exclude, any rights or remedies that MHD-ROCKLAND may have by law. Where the client indicates its refusal to pay for the products repaired and/or overhauled, MHD-ROCKLAND shall be entitled to sell the unpaid products to recover all amounts due to it including any additional costs incurred to effect such sale.

**GOVERNING LAW:** This Agreement shall be governed by, interpreted, construed and enforced in accordance with the laws of the Province of Quebec, Canada. Furthermore, the parties hereto irrevocably submit to the exclusive jurisdiction of the Courts of the District of Montreal with respect to any claims or any disputes arising from any rights or obligations provided for in this Agreement or otherwise which may result in any way from the parties' business relationship..

**DELIVERY:** MHD-ROCKLAND will make a good faith effort to complete delivery of the products as indicated by MHD-ROCKLAND in writing, but MHD-ROCKLAND nor its sub-contractors shall assume any responsibility or liability with respect to any back charges or loss or damage claims due to delay or inability to deliver, whether or not such loss or damage was made known to MHD-ROCKLAND. Under no circumstances shall MHD-ROCKLAND or its sub-contractors be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

**WARRANTY: THE CLIENT'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER, MHD-ROCKLAND'S Standard Commercial Warranty for Repair and Overhaul Services AND/OR ANY SUB-CONTRACTOR . MHD-ROCKLAND MAKES NO EXPRESSED OR IMPLIED WARRANTIES. MHD-ROCKLAND HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL MHD-ROCKLAND BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY MHD-ROCKLAND. CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL MHD-ROCKLAND'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY MHD-ROCKLAND AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."**

**RECOMMENDATIONS BY MHD-ROCKLAND:** Client acknowledges that MHD-ROCKLAND does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by MHD-ROCKLAND and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Client. MHD-ROCKLAND neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its products and/or rendering of its services. Any recommendations made by MHD-ROCKLAND concerning the use, design, application or operation of the products shall not be construed as representations or warranties, expressed or implied. Failure by MHD-ROCKLAND to make recommendations or give advice to Client shall not impose any liability upon MHD-ROCKLAND.

**INDEMNIFICATION:** The Client shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the products. MHD-ROCKLAND makes no promise or representation that the products or services will conform to any federal, state or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of MHD-ROCKLAND. MHD-ROCKLAND's products are not for use in or with any nuclear facility unless specifically so stated by MHD-ROCKLAND in writing. MHD-ROCKLAND shall not be responsible for any losses or damages sustained by the Client or any other person as a result of improper installation or misapplication of the products. Client shall defend, indemnify and hold harmless MHD-ROCKLAND and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, Client's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by Client or of the information, designs, services or other work supplied to Client, whether caused by the concurrent and/or contributory negligence of Client, MHD-ROCKLAND, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of any transaction between the parties..

**INSPECTION AND ACCEPTANCE:** Claims for damage, shortage or errors in shipping must be reported within seven (7) days following delivery to Client. Client shall have seven (7) days from the date Client receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify MHD-ROCKLAND, in writing, of any defects, nonconformance or rejection of such products. After such seven (7) day period, Client shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Client shall have no right to reject the products for any reason or to revoke acceptance. Client hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation. Client shall have no right to order any change or modification to any product or services previously ordered by Client or its representatives or cancel any order without MHD-ROCKLAND's written consent and payment to MHD-ROCKLAND of all charges, expenses, commissions and reasonable profits owed to or incurred by MHD-ROCKLAND. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for product repairs alleged to be defective in workmanship or material will be the return of the product for remedial works upon written approval of MHD-ROCKLAND. Should MHD-ROCKLAND conclude, at its sole discretion, that the product is not repairable and cannot be remedied, it shall be entitled to cancel the repair order without any liability to MHD-ROCKLAND or the Client unless MHD-ROCKLAND has incurred repair costs and the Client knew or should have known that the Product was not repairable.

**RETURNS:** The return of any product will be evaluated on an individual basis after Client has contacted MHD-ROCKLAND's authorized representative for prior written authorization. Returns will not be permitted where the repaired product has been modified, rebuilt, reconditioned, repaired, altered or damaged following delivery..

**SHIPMENTS:** All products are shipped F.O.B., point of shipment. Risk of loss shall transfer to the Client upon tender of goods to Client, Client's representative, or common carrier. The cost of any special packing or special handling caused by Client's requirements or requests shall be added to the amount of the order. If Client causes or requests a shipment delay, or if MHD-ROCKLAND ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Client or its agents or employees, storage and all other additional costs and risks shall be borne solely by Client. Claims for products damaged or lost in transit should be made by Client to the carrier, as MHD-ROCKLAND's responsibility ceases upon tender of goods to Client, Client's representative or common carrier.

**FORCE MAJEURE** – If MHD-ROCKLAND is delayed or hindered in the performance of any act including the supply or delivery of any products, parts, materials or equipment ordered by reason of any superior force such as weather, acts of nature, pandemic, strike, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a nature beyond the control of MHD-ROCKLAND, then MHD-ROCKLAND shall be excused from any such timely performance and shall only be required to perform when the Force Majeure event no longer impedes such performance. Under all circumstances, however, and notwithstanding any event of Force Majeure, the Buyer shall continue to be obligated to make payment to MHD-ROCKLAND for Products received in accordance with the agreed upon payment terms.

**TAXES:** The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Client unless Client provides MHD-ROCKLAND with an exemption certificate acceptable to the taxing authorities. Any taxes which MHD-ROCKLAND may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Client, who shall promptly pay the amount thereof to MHD-ROCKLAND upon demand.

**SEVERABILITY:** These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

**SET-OFF:** Client shall not be entitled to set-off any amounts due against any amount due MHD-ROCKLAND in connection with any given transaction or repair order.

**CERTIFICATIONS:** MHD-ROCKLAND certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. MHD-ROCKLAND certifies further that its services are performed in compliance with the Fair Labor Standards Act of 1938, as amended.

**NON-WAIVER:** MHD-ROCKLAND's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of MHD-ROCKLAND's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by MHD-ROCKLAND's Branch Manager.

**ENTIRE AGREEMENT:** This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by MHD-ROCKLAND's Branch Manager. All transactions shall be governed solely by the terms and conditions contained herein.