

**MSI MATERIAL SUPPLY INC.
TERMS AND CONDITIONS**

Last Updated: May 6th, 2020.

These terms and conditions (the “**Terms**”) apply to your access to and use of any (a) content or material provided through the website located at www.materialsupply.ca and such other websites and locations as may be made available from time to time (collectively, the “**Website**”) owned and operated by MSI Material Supply Inc. (“**MSI**”, “**we**”, “**us**”, “**our**”), and (b) the services we provide through the Website (the “**Sales Services**” and together with the Website the “**Services**”). By accessing and using the Website, you accept and agree to be bound by these Terms, and all applicable laws and regulations.

PLEASE READ THESE TERMS CAREFULLY, BEFORE MAKING A PURCHASE OR OTHERWISE USING THE SERVICES, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, VARIOUS LIMITATIONS, EXCLUSIONS AND INDEMNITIES.

Your use of the Services is subject to these Terms. If you are not willing to be bound by each and every term and condition, or if any representation made by you herein is not true, you may not use, and must immediately cease accessing, the Services.

SECTION 1 - WEBSITE USE

1.1 Updates to Terms

We reserve the right to amend these Terms at any time, without notice to you, but we will use reasonable efforts to publish each material amendment (and to the extent you have provided us with an email address we will email the amendment to you) before it becomes effective. We will ensure that the latest, fully-amended version of these Terms are available on the Website. If any amendment is unacceptable to you, you may terminate your agreement to these Terms by ceasing use of our Website. If you continue to use the Website after the effective date of the amendment, you will be conclusively deemed, to have accepted such amended version of these Terms. The date noted above indicates when these Terms were last updated.

1.2 Eligibility

The Service is intended solely for users who are at least 18 years of age (or the age of majority in your jurisdiction) or older, and any registration, access to or use of the Service by anyone under such age is unauthorized, unlicensed, and in violation of these Terms. We may, in our sole discretion, terminate your Account and prohibit you from accessing or using the Service (or any portion thereof), with or without notice, if we have any reason to believe that you do not meet the eligibility requirements.

1.3 Privacy

You acknowledge that you have read our Privacy Policy, as it may be updated from time to time, located at <https://materialsupply.ca/privacy-policy/> (the “**Privacy Policy**”), and consent to the collection, use and disclosure of your personal information (whether previously collected or to be collected) for the purposes identified in these Terms or in our Privacy Policy, which is incorporated into these Terms by reference and form an integral part hereof.

1.4 Advertising

We shall have the right, without notice, to insert advertising data into the Service, so long as this does not involve our transmission of any of your personal information in contravention of the Privacy Policy. If you elect to have any business dealings with any party whose products or services may be advertised on the Service or through the Service, you acknowledge and agree that such dealings are solely between you and such advertiser and we will not be a party to, or have any responsibility or liability related thereto. You acknowledge and agree that no such advertising may be construed as an endorsement by us of any such products or services advertised.

1.5 Use of our Service

Subject to these Terms, we grant you permission to access the Service as a personal, non-exclusive, non-transferable, limited license to use the Service. Without limiting the generality of anything else in these Terms, you must only use the Service for lawful purposes, and if at any time you become aware of any violation, by any person or entity under your control, of any part of these Terms, you will immediately notify us and provide us with assistance, as requested, to stop or remedy such violation.

You may not, directly or indirectly, do or permit any of the following:

- modify, copy, reproduce or create derivative works of any Content (as defined below), unless we have expressly authorized you to do so,
- use, copy, or disclose the Content for any commercial purpose or any purpose other than your order,
- distribute or transmit the Content (unless you are personally sharing Content on your social medial platforms),
- publicly display or publish the Content (for any commercial or non-commercial purpose),
- create derivative works from, transfer, sell or otherwise disclose any Content,
- attempt to decompile or reverse engineer any software or database contained in or accessed through the Service,
- remove any copyright or other proprietary notations,
- scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems,
- forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using the Service,
- impersonate or falsely represent your association with any person, including a representative of us,

- disrupt or threaten the integrity, operation or security of any service, computer or any Internet system,
- disable or circumvent any access control or related process or procedure established with respect to the Service,
- sublicense, share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes (except for your internal, personal, non-commercial purposes), any portion of, use of or access to, the Service, except where expressly authorized by us, or
- harvest, scrape, extract, gather, collect, or store personal information about others without their express consent, or harvest, scrape, or use any robot, spider, crawler, script or other automated means or interface not provided by us to access the Service or to extract data, collect information or otherwise interact with the Service without our prior, written consent. All rights not expressly granted to you are reserved by us and, if applicable, our licensors.

For greater clarity, you are allowed to provide links to the Service through email, social media, or other similar methods, provided that such methods do not involve the framing or embedding of any portion of the Service within another website or service, imply any affiliation between you and us, or you and the Service, or portray us or the Service in a false, misleading, derogatory or otherwise defamatory manner.

1.6 Termination

Subject only to the Vendor Terms below, we may, in our sole discretion, suspend, restrict or terminate your use of the Service, including your Account, effective at any time, without notice to you, for any reason, including if the operation or efficiency of the Service or our or any third party's equipment or network is impaired by your use of the Service, we have received a third party complaint which relates to your use or misuse of the Service, or you have been or are in breach of any term or condition of these Terms.

You acknowledge and agree that termination, curtailment, or suspension of these Terms for any reason may result in restrictions of, disruptions to or cessation of your or third party access to your Account, your Content and Feedback, and you hereby agree to release us from any and all liability and claims of loss resulting from restrictions, disruptions or cessations. If your use of the Service is suspended or restricted, we will have no obligation to forward any of your Content or Feedback to you or any third party.

1.7 Additional Terms

In addition to these Terms, we may require you to agree to specific terms for particular services, Products or areas of the Service from time to time by confirming your agreement. Any such additional terms which you agree to will be deemed incorporated into these Terms.

SECTION 2- YOUR ACCOUNT

2.1 User Accounts

Your use of the Service may require an account identifying you as a user (an “**Account**”). YOU ARE SOLELY RESPONSIBLE FOR YOUR ACCOUNT, including but not limited to the maintenance, confidentiality and security of your Account, all passwords related to your Account, and any and all activities that occur under your Account, including all activities of any person who gains access to your account, with or without your permission. We may create an Account on your behalf in order to process orders you make through our Service. We may assign you, or you may create, a password and account identification to enable you to access and use certain portions of the Service. Each time you use a password or identification, you will be deemed to be authorized to access and use the Service in a manner consistent with these Terms and we have no obligation to investigate the authorization or source of any such access or use of the Service.

You must not register for an Account on behalf of any individual other than yourself, or register for an account on behalf of any group or non-individual entity unless you are duly authorized to do so by such group or entity.

When you create an Account, you will be asked to provide certain information. You agree to provide true, current, accurate and complete information as requested by us from time to time and you agree to promptly notify us of any changes to this information as required to keep such information held by us current, complete, and accurate. You agree we may update your information with information your bank or credit card issuer may supply, or other information available to us. All such personal information is subject to the Privacy Policy.

2.2 Security Breach, Unauthorized Use, Etc.

You agree to immediately notify us of: any unauthorized use of your Account, any service provided through your Account, or any password related to your Account, and any other breach of security with respect to your Account or any service provided through it. You agree to provide assistance to us, as requested, to stop or remedy any breach of security related to your Account.

SECTION 3 - CUSTOMER TERMS

THE FOLLOWING SECTION IS SPECIFIC TO YOUR PURCHASE OF PRODUCTS FROM OUR SERVICE. READ THESE TERMS CAREFULLY BEFORE MAKING A PURCHASE, BECAUSE WHEN BUYING ANY PRODUCTS FROM OUR SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND ANY TERMS AND CONDITIONS AND POLICIES REFERRED TO IN THESE TERMS. IF YOU ARE A VENDOR, PLEASE SEE VENDOR TERMS IN SECTION 4 BELOW FOR THE TERMS AND CONDITIONS THAT APPLY TO YOUR USE OF THE SERVICES.

If you are uncertain as to your rights or you want any explanation about them please e-mail or telephone our Customer Service Team by e-mail at: support@materialsupply.ca, or by telephone at 888-524-5254.

3.1 Products

We may sell products through our Sales Services (“**Products**”). All Product descriptions and performance claims have been supplied by the manufacturer and are as accurate as possible (errors and omissions excepted). We may change what Products are available to purchase through our Service from time to

time without notification and at our sole discretion. To obtain the most accurate list of Products we carry, please review our Website regularly.

Carefully read all information provided by the manufacturers of the Product on or in the Product packaging and labels before using any Product.

3.2 Pricing

All prices are listed in Canadian dollars unless otherwise specified. Listed prices do not include applicable sales taxes or the cost of shipping, which will be calculated upon checkout and added to the total cost of your order. Pricing may change without notification. To obtain the most accurate pricing, please review our Website regularly.

3.3 Ordering

- (a) *Orders* – When you place an order for Products through our Service, we may email you to acknowledge that we have *received* your order, however this order acknowledgement does not mean that your order has been *accepted* by us. Your order is not deemed accepted by us until we receive successful payment and we send a shipping notice email to the email address you have provided (a “**Confirmation Email**”) containing the following information:
- your information, as provided to us by you when making the order;
 - our businesses information;
 - the cost and currency of the Products you have purchased, including tax or any additional charges;
 - a detailed description of the Products;
 - the shipping arrangements and cost; and
 - the shipping date.
- (b) *Order Delays* - The estimated date for delivery of a Product may be set out in the Confirmation E-mail. If something happens which is outside of our control and which affects the estimated date of delivery, we may let you have a revised estimated date for delivery of the Product(s). We are entitled to extend the shipping date by a commercially reasonable period of time.
- (c) *Order Refusals* – When you place an order for Products through our Service, we may email you to acknowledge that we have *received* your order, however this order acknowledgement does not mean that your order has been *accepted* by us. Your order is not deemed accepted by us until we send an email confirming that we have accepted your order to the email address you have provided.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, or orders that use the same billing or shipping address. In the event that we make a change to or cancel an

order, we may attempt to notify you by contacting the e-mail, billing address, or phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. We reserve the right to cancel your order if the Product is not available, if we are unable to obtain authorization of your payment, or for any other reason deemed acceptable by us.

- (d) *Cancelling Your Order* – You may request a cancellation of your order at any time following your submission (unless your order has already shipped) through our Service by contacting us by telephone at: 888-524-5254, or by email at support@materialsupply.ca. If we have already shipped your order, we will not be able to accept your cancellation request and you will be solely responsible for any restocking or related costs associated with such request for cancellation.
- (e) *Accuracy of Information You Provide* – We rely on the information that you provide through the Service, including name, contact information, and billing information. You agree to provide current, complete and accurate purchase and account information for all purchases made through our Service, and to promptly update such information if it changes. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, we or any other person may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration information and payment information within 30 days of any change.

3.4 Payment

- (a) *Forms of Payment* – We accept the following forms of payment:

- cheques; and
- most generally accepted credit cards.

Please be aware that your use of one of the above payment methods will also be subject to any applicable terms and conditions and policies of those payment providers.

We reserve the right to request additional information from you to verify your payment. We may add or remove acceptable forms of payment at our sole discretion and without notice to you.

- (b) *Payment Processing* – We, or our third party service providers, may make available to you various payment processing methods to facilitate the purchase of Products. Please be aware that by making a payment through our Service, you will also be subject to any applicable terms and conditions of those third party service providers that apply to your purchase of Products through our Service and the information that you (or we, with respect to your order) share with them.

We may add or remove payment processing methods at our sole discretion and without notice to you. You agree to pay for any Products that you order and that we may issue and invoice, or charge your credit card or other form of payment that you indicate for any Products ordered.

- (c) *Security* – We will do all that we reasonably can to ensure that all of the information which you provide to us when paying for the Products is secure by using an encrypted secure payment

mechanism but in the absence of negligence on our part we will not be liable for any loss that you may suffer if a third party gains unauthorized access to any information that you provide to us.

3.5 Shipping

Orders are shipped directly from the supplier of the Product or from a distribution center, as may be applicable. Orders placed on weekends and select holidays are processed on the next business day. If we are unable to process your order due to inaccurate or incomplete payment information, or if the order contains out of stock item(s), your order processing and shipping may be delayed or rejected.

Delivery services may vary by carrier or location and may require pickup of Product(s) at a local postal outlet or distribution center. Shipping rates will be shown at checkout.

You will be responsible for the Products once delivery has taken place (including ensuring that you follow any instructions or manuals provided with the Products) and you will own the Products when we receive payment in full for the Products and any applicable shipping charges.

We share your order information with our suppliers so that they can fulfill your order.

3.6 Returns

- (a) *Returns* – If a defect is discovered after delivery of Products to a Customer, the Products may be returned to the supplier in accordance with the supplier’s return policy. In such a case, you will notify us that you are requesting a return due to defect. We will issue your returned materials authorization (“**RMA**”) which will include all instructions necessary to effect the return, including but not limited to return shipping address, restocking fees, and any necessary packaging. You will complete the RMA and follow all instructions contained therein. Upon the supplier receiving the defective Product from you, the supplier will notify us in writing whether the RMA has been accepted. If the RMA has been accepted by the supplier, we will refund you the price paid for such the Products (excluding any shipping costs), less any restocking fees retained by the supplier as set out in the RMA. We are under no obligation whatsoever to accept returns for any reason other than a defect as expressly stated above or where the materially wrong products are shipped in error.

SECTION 4 – VENDOR TERMS

THE FOLLOWING SECTION IS SPECIFIC TO YOUR USE OF OUR SERVICE AS A VENDOR. READ THESE TERMS CAREFULLY CREATING AN ACCOUNT, BECAUSE WHEN SELLING ANY PRODUCTS VIA OUR SERVICE YOU (THE “**VENDOR**”) AGREE TO BE BOUND BY THESE TERMS AND ANY TERMS AND CONDITIONS AND POLICIES REFERRED TO IN THESE TERMS. IF YOU ARE A CUSTOMER, PLEASE SEE CUSTOMER TERMS IN SECTION 3 ABOVE FOR THE TERMS AND CONDITIONS THAT APPLY TO YOUR USE OF THE SERVICES.

If you are uncertain as to your rights or you want any explanation about them please e-mail or telephone our Vendor Support by e-mail at: vendorsupport@materialsupply.ca, or by telephone at 888-524-5254.

4.1 Precedence

The Terms apply to your use, as a Vendor, of the Service, provided that you and MSI have not entered into a separate written Vendor Agreement which explicitly supersedes and replaces these Terms.

4.2 Definitions

In this Section 4, the following terms have the meanings set out below. All other capitalized terms have the meanings ascribed to them in these Terms:

- (a) **“business day”** means any day other than a Saturday, Sunday or a statutory holiday in British Columbia.
- (b) **“Cancellation Period”** means the period following the Order Date during which a Customer may cancel a confirmed Purchase Order and receive a full refund;
- (c) **“Customer”** means a customer who uses the Service to order Product;
- (d) **“Customer Address”** means the address a Customer has provided for the receipt of Ordered Product as set out in Customer Order;
- (e) **“Customer Order”** means the order submitted by a Customer to MSI for the purchase of Products available via the Service;
- (f) **“Custom Products”** means Products which are custom made by the Vendor to order;
- (g) **“Delivery Date”** means a date on which Products are delivered by Vendor’s carrier to the Customer Address.
- (h) **“Free Shipping Minimum”** means the minimum total value, weight, volume, number of units, or other metric set out in a given Purchase Order required for the Vendor to waive all shipping fees to be paid by a Customer pursuant to such Purchase Order;
- (i) **“Lead Time”** is the estimated time that the Vendor requires between acceptance of a Purchase Order and the Shipping Date to supply the Product;
- (j) **“Minimum Order Threshold”** means the minimum total value, weight, volume, number of units, or other metric set out in a given Purchase Order required for the Vendor to accept such Purchase Order;
- (k) **“Net Price”** means the price set by the Vendor for Product sales to MSI, including any shipping fees but excluding applicable sales taxes;
- (l) **“Order Date”** means the date on which the Vendor confirms a Purchase Order in writing;
- (m) **“Procedures”** means the documents and procedures which set out the process for the collection of Customer Orders by MSI, the issuance of Purchase Orders from MSI, the receipt and processing of such Purchase Orders by the Vendor and the return of defective Products by MSI;
- (n) **“Products”** means the products of the Vendor set out and detailed the Product List which are to be made available for sale via the Service;
- (o) **“Purchase Orders”** or **“POs”** means order form provided by MSI to the Vendor to request the purchase of Product from the Vendor that is based on, in each case, a given Customer Order;

- (p) **“Sale Price”** means the price set by MSI for Product for resale to Customers via the Service, including any shipping fees but excluding applicable sales taxes;
- (q) **“Shipping Date”** means a date on which Product will be shipped by Vendor’s carrier from the Vendor’s Facility;
- (r) **“Specifications”** means all specifications, dimensions, materials, qualities, Lead Time, Cancellation Deadline, Free Shipping Minimums, Minimum Order Thresholds, Product part numbers, list prices, price modifiers, Product photographs and description copy, and all other information in connection with the Product, as inputted into the Service by the Vendor during the listing process and confirmed from time to time in each Purchase Order;
- (s) **“Vendor Portal”** means a password gated Service portal used by the Vendor to perform various functions on the Service; and
- (t) **“Vendor Support”** means MSI’s Vendor support team that the Vendor may contact by emailing vendorsupport@materialsupply.ca.

4.3 Vendor Portal Login Credentials

Promptly following your acceptance of this Terms as a Vendor, you may be invited by us to create login credentials for the Vendor Portal.

4.4 Listing Product

The Vendor may request that MSI list or delist your product (**“Product”**) from the Service at any time by contacting Vendor Support in writing no less than five business days in advance of the desired effective date of the change. Each Product listing will require the Vendor to input the price including shipping but excluding applicable taxes (the **“Net Price”**) and Specifications for each Product in a form acceptable to MSI. MSI reserves sole discretion in determining whether a given product is listed on the Service. No update to a Product will affect the Net Price or Specifications of any Products which are subject to a Purchase Order which has been accepted by the Vendor prior to such update being accepted by MSI.

4.5 License to Trademarks

Vendor hereby grants to MSI a limited, non-exclusive, revocable, non-transferable, non-sublicensable, royalty-free license to use the registered trademarks of the Vendor and other photos, logos, videos, or branding materials provided by the Vendor to MSI, solely for the purposes of promoting the Products on the Service and for marketing the Service generally, in accordance with the terms of these Terms. MSI hereby grants to Vendor a limited, non-exclusive, revocable, non-transferable, non-sublicensable, royalty-free license to use the registered trademarks of MSI and other photos, logos, videos, or branding materials provided by MSI to the Vendor, for the sole purpose of promoting the sale of the Products on the Service in accordance with the terms of these Terms.

4.6 Ownership; Reservation in Rights

Vendor hereby acknowledges and agrees that MSI will create, draft, write Product descriptions, details, overviews, and layouts for the Product’s display within the Service (the **“Marketing Materials”**). Vendor further acknowledges and agrees that all right, title and interest (including all Intellectual Property Rights)

in and to the Marketing Materials and in all modifications or derivatives of any of them made by or on behalf of MSI are and will at all times be fully vested in MSI (the “**MSI IP**”). The Vendor will not at any time, whether before or after the termination of these Terms, do anything which would challenge or impair the validity of MSI IP. MSI does not claim ownership of, and assumes no responsibility (except with regard to confidentiality obligations expressly set out in these Terms) with respect to, the Product name, Net Price, or Specifications that are provided or inputted by the Vendor (the “**Vendor IP**”). All right, title and interest including intellectual property rights in and to the Vendor IP will at all times be fully vested in the Vendor, except to such extent the Vendor IP is required to interface with the Service or as otherwise expressly set out herein.

4.7 Supply Relationship

- (a) Supply and Purchase: Subject to these Terms, the Vendor agrees to arrange for the supply of Product to Customers or to third parties as specifically requested by Customer, in accordance with the provisions set forth herein.
- (b) Packaging and Delivery Standards: The Vendor will use commercially reasonable efforts to cause any producer or carrier engaged by it to comply with MSI’s packaging and delivery standards and specifications contained in the Specifications, to ensure that the Product are delivered to Customers or to third parties as specifically requested by Customer, in a condition consistent with the Specifications.
- (c) Adherence to Specifications: The Vendor will cause the Products to conform to the Specifications unless otherwise authorized in writing by MSI to modify the Products or the Specification.

4.8 Placing and Filling Customer Orders

- (a) Placing and Accepting Purchase Orders: Based on received Customer Orders, MSI will place Purchase Orders with the Vendor. Each Purchase Order will include any relevant shipping information required by Vendor to effect delivery of the Product to or as directed by the Customer. All Purchase Orders are subject to confirmation by the Vendor and no Purchase Order shall be binding on the Vendor unless the Vendor has confirmed acceptance of such Purchase Order in writing.
- (b) Shipping and Cancellation Dates: Each Purchase Order will include the Shipping Date and the Cancellation Period. Except for Custom Products, the Cancellation Period must be no less than 10 days from the Order Date. Subject to the terms of these Terms, the Vendor agrees to use its commercially reasonable efforts to cause the production of the Products relating to such Purchase Order in accordance with such dates.
- (c) Production Delay: In the event that a Purchase Order has been confirmed but the production of Product is delayed and the Product will not be ready on the Shipping Date, the Vendor shall be entitled to extend the Shipping Date to a commercially reasonable period of time in any case. If the delay exceeds 10 days from the original Shipping Date, the Customer may, in its sole discretion, cancel the delayed order by providing written notice to MSI who will in turn notify the Vendor and such cancellation shall come at no cost to MSI or the Customer who placed the Purchase Order. In the event of any delay, the Vendor shall notify MSI of the delay and of the delayed Shipping Date.

4.9 Pricing, Fees, Invoicing, and Payment

- (a) Determination of Sale Price: MSI will set the Sale Price of each Product available on the Service, in its sole discretion.
- (b) Collection of Sale Price: Upon confirmation of a Purchase Order, MSI will collect payment for the entire Sale Price and any applicable sales taxes from the Customer.
- (c) Payment to Vendor: Unless otherwise expressly agreed between MSI and the Vendor, within 30 business days from a Delivery Date and provided that the Vendor has provided MSI with a copy of the bill of lading for such Purchase Order, MSI will pay the Vendor the Net Price.
- (d) Shipping: It is understood and agreed that Vendor is responsible for the shipping of Products, in accordance with the terms of the applicable Purchase Order, and that Vendor will use its commercially reasonable efforts to clear the Products for export and import (if applicable). Risk and title to the Products will pass to the Customer upon completion of the unloading of the Products from the carrier to the Customer Address set out in the Purchase Order or to such other address as directed by the Customer in the Purchase Order. It is understood and agreed that except for applicable sales taxes, the Net Prices are inclusive of all government taxes, levies, customs duties, brokerage fees, insurance premiums, transportation costs or any other costs and levies charged, assessed or levied in connection with the sale of the Products or the transportation and delivery of the Products and that Vendor will be solely responsible for all such costs. The Vendor will ensure that a copy of each bill of lading for each Purchase Order is provided to MSI.
- (e) Shipping Delay: In the event that any shipment of Products is delayed in transit, the Vendor shall notify MSI of the delay and the reason for the delay.
- (f) Currency: The Vendor will price and invoice MSI in Canadian dollars unless otherwise agreed in writing between Vendor and MSI.

4.10 Inspection and Quality Control; Acceptance; Defects

- (a) Operating Standards and Quality Control: The Vendor acknowledges that it is necessary for the Products to be produced in a manner and to a quality consistent with the Specifications and all applicable law. Therefore, the Vendor agrees to use its commercially reasonable efforts to cause the production of the Products in accordance with the Specifications.
- (b) Post Delivery Defective Returns: The Vendor acknowledges that certain defects may be discovered after delivery of Products to a Customer and that such Products may be returned to the Vendor. In such a case, MSI will notify the Vendor that a Customer is requesting a return due to defect. The Vendor will issue MSI a returned materials authorization ("**RMA**") which will include all instructions necessary to effect the return, including but not limited to return shipping address, restocking fees, and any necessary packaging. MSI will forward the RMA to the Customer who will complete the RMA and follow all instructions contained therein. Upon receipt of the defective Product from or on behalf of the Customer, the Vendor will notify MSI in writing and refund to MSI the Net Price paid by MSI for such Purchase Order, less any restocking fees retained by the Vendor as set out in the RMA.

4.11 Warranty

- (a) Quality: Except expressly agree in writing by both the Vendor and MSI, the Vendor agrees to use its commercially reasonable efforts to ensure and to cause producers engaged by it for the production of Products to ensure, that Products shall conform in quality and appearance to the Specifications and shall be free from material and workmanship defects, and shall be of merchantable and salable quality when delivered to the Customer.

4.12 Termination

- (a) Termination Without Cause: These Terms may be terminated by the Vendor or MSI without cause by providing the other party with thirty days' written notice; provided, however, that in the event of any termination without cause MSI shall have the option to cancel an outstanding Purchase Order.
- (b) Termination With Cause: In the event of a material breach of these Terms by either Vendor or MSI, the non-breaching party, in addition to any other remedy that it may have, shall have the right to terminate these Terms by written notice to the breaching party setting forth the details and date of the purported breach. If the breach is not cured within 30 days after such notice, the non-breaching party alleging the breach shall have the right to terminate these Terms by further notice to the breaching party and these Terms shall terminate as of the date of such further notice. Subject to the terms hereof all rights, remedies and recourses provided for herein shall be in addition and without prejudice to the rights and remedies available to the non-breaching party.
- (c) Termination on Insolvency: Either Vendor or MSI may terminate these Terms immediately, without necessity of notice nor delay, should the other make an assignment for the benefit of its creditors, file a petition in bankruptcy, be adjudicated insolvent or bankrupt, file a petition or apply to any tribunal for any receiver, trustee, liquidator or sequestrator of any substantial portion of its property, or should the other commence any proceeding under any law or statute of any jurisdiction respecting insolvency, bankruptcy, reorganization, arrangement, re-adjustment of debt, dissolution, winding-up, composition or liquidation, or otherwise take advantage of any bankruptcy or insolvency legislation.
- (d) No Discharge of Indebtedness: Notwithstanding the termination or expiration of these Terms, neither Vendor or MSI shall not be released or discharged from any indebtedness then due and owing to one another.
- (e) Obligations Upon Termination: Vendor and MSI agree that, should termination of these Terms occur for any reason, both Vendor and MSI shall (A) fully perform and complete any and all outstanding Product Orders previously confirmed by the Vendor; (B) return or destroy any of the other party's Confidential Information in its; and (C) use commercially reasonable efforts to cause any producer or Representative (as applicable) to return or destroy any such Confidential Information in such producer's or Representative's possession. For the purposes of these Terms, Confidential Information stored electronically will be deemed destroyed when provided that an application- or operating system-level delete function was performed on such Confidential Information, and provided that no recovery, restoration or undelete function is subsequently performed upon such Confidential Information.

4.13 Compliance with Applicable Laws

The Vendor agrees to use its commercially reasonable efforts to cause producers, carriers, and logistics providers engaged by the Vendor to ensure that all Products produced or shipped pursuant to these Terms shall be in compliance with all applicable laws, rules and regulations including, but not limited to, those pertaining to the production, import, and export of the Products, whether in existence as of the date of these Terms or enacted or promulgated thereafter. The Vendor agrees to use its commercially reasonable efforts to cause producers, carriers, and logistics providers engaged by the Vendor to furnish all documents and certifications reasonably requested by MSI, including without limitation, documents for customs purposes which contain complete and accurate descriptions of the Products.

SECTION 5 - OWNERSHIP OF CONTENT

5.1 Our Content

In these Terms, “**Content**” means all materials and content, including designs, editorial, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work available through our Service.

Except where expressly stated otherwise, all right, title and interest in and to the Service and all Content, source code, processes, designs, technologies, URLs, domain names, marks and logos forming any part of the Service (collectively, “**Our Content**”) is fully vested in us, our licensors or our suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. You agree that Our Content is licensed subject to these Terms, including the disclaimers and limitations of liability herein. Nothing in your use of the Service or these Terms grants you any right, title or interest in or to Our Content except the limited right to use the Service as set out herein.

The Service and all Content (unless otherwise set out herein) is owned and copyrighted by us and/or our licensors, and is licensed to you in accordance with these Terms only. The trademarks, logos, and service marks displayed on or through the Service are the property (whether registered or unregistered) of us. You are not permitted to use trademarks, logos and service marks for any purpose. Except as expressly indicated on the website, no endorsement, sponsorship, affiliation or other authorization is implied by any use of third party trademarks.

5.2 Third Party Content

Content accessed or available through the Service or the Internet may be owned by parties other than you or us (collectively, “**Third Party Content**”) and may be protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of the Service or these Terms grants you any right, title or interest in or to this Third Party Content except for the limited right to use the Service as set out herein.

5.3 Feedback

All right, title and interest in and to comments, ideas, suggestions and impressions of the Service (including, for greater certainty, the Products) given by you to us (collectively, the “**Feedback**”) is and shall

be deemed to be our property and, by submitting Feedback to us you assign to us all right, title and interest to such Feedback.

5.4 Public Transmission and Caching

You acknowledge and agree that the technical processing and transmission of the Service, including your Content, Feedback, and other Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices, and that such Content may be subject to “caching” or other technical processing or transmission policies and procedures by us or at intermediate locations on the Internet.

5.5 Responsibility for Content

You acknowledge and agree that you are exclusively responsible for determining the accuracy, suitability, harmfulness or legality of any Content, Feedback, information or material received, transmitted or sent by you using the Service.

5.6 Complaints

If you believe that any Content on the Service infringes upon any copyright or other intellectual property right that you own or control, you may send a written notification of such infringement to our designated agent:

by e-mail at: support@materialsupply.ca
attn: Support Team

5.7 Infringer and Repeat Infringer Policy

We have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, users who are deemed to be repeat infringers of intellectual property. We may also, at our sole discretion, limit access to the Service or terminate the Account of any user who infringes any intellectual property rights of us or others, whether or not there is any repeat infringement.

SECTION 6 - DISCLAIMERS, LIMITS OF LIABILITY AND INDEMNITIES

6.1 Disclaimer of Warranties

THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC'S CONSUMER PROTECTION ACT, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

YOU ACKNOWLEDGE AND AGREE THAT ALL USE OF THE SERVICE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES PROVIDED BY US IS AT YOUR OWN RISK AND ARE PROVIDED UNDER THESE TERMS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS (UNLESS OTHERWISE SET OUT HEREIN) and we do not guarantee, represent or warrant that the Service will be error free or that the Content will be free of errors or omissions.

Except as otherwise set out in these Terms, we make no conditions, warranties or representations about the suitability, reliability, usability, security, quality, capacity, performance, availability, timeliness or accuracy of the Service or any Products provided through the Service. We expressly disclaim all conditions, warranties and representations, express, implied or statutory, including implied conditions or warranties of merchantability, fitness for a particular purpose, durability, title and non-infringement, whether arising by usage of trade, by course of dealing, by course of performance, at law, in equity, by statute or otherwise howsoever.

Additionally, your use of the Service depends on the Internet, including networks, cabling, facilities and equipment that is not in our control; accordingly (a) we cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency, and (b) data, messages, information or materials sent over the Internet may not be completely private, and your anonymity is not guaranteed.

6.2 Limited Liability

(a) Notwithstanding any other provision of these Terms in no event will we, our affiliates, or our controlling parties, agents employees, directors, officers, suppliers, licensors, resellers or distributors (collectively in these disclaimers and limitations, “we” or “us”) be liable for any direct, indirect, special, incidental, contingent, consequential or punitive damages, or any other damages or losses whatsoever, including but not limited to damages for loss of profits, goodwill, opportunity, earnings, use or data, bodily injury, or emotional distress arising directly or indirectly from or related to these Terms, the Products or the Service, or any Content or software in connection therewith, regardless of the cause of action (whether in tort, contract, or otherwise) and even if one or more of us have been advised of the possibility of such damages or losses, or if such damages or losses would be reasonably foreseeable, including damages or losses arising from or in any way related to the following:

- sending, receiving, not sending, not receiving, loss, deletion or alteration of any transmissions, data or transactions entered into through or using the Service,
- any suspension, curtailment, restriction, termination or other limitation placed on your use of the Service, or your Account,
- any act or omission of you or any third party, including any threatening, defamatory, obscene, offensive or illegal conduct or any infringement of another’s rights, including intellectual property rights,
- any loss or damage to your Content, Feedback or other data arising directly or indirectly from your use or non-use of the Service or related components,
- the performance of the Internet or the Service,
- the content or accuracy of any material, information or data (including any software) related to these Terms or viewed, downloaded, accessed or transmitted using, over or through the Internet or the Service, including material that infringes the rights of others or otherwise violates laws or regulations, and
- delays, errors, interruptions, mistakes, omissions, non-delivery, incorrect delivery, viruses, Trojan horses, spyware, spam or defects in the transmission of any information,

material or data over or through our systems or networks or the systems or networks of third parties.

- (b) Some jurisdictions prohibit the disclaimer of certain warranties or conditions or the limitation of certain types of liability. In such circumstances, to the extent that such prohibitions prohibit any exclusions and limitations in these Terms, such exclusions and limitations will not apply to you strictly to the extent necessary to make these Terms consistent with such prohibitions. To the extent that we are found liable pursuant to this section 6.2(b), our liability will be limited to an amount that is the minimum amount permitted under applicable law.

6.3 Indemnity by You

You agree to indemnify and hold us harmless from all liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any such action, or to satisfy a judgment, and expenses of any kind and character whatsoever incurred by us relating to or arising from:

- (a) access to or use, by you or permitted by you, of the Service or your Account; and
- (b) any of your acts or omissions, including breach or non-performance of these Terms and any violation of any third party rights.

6.4 Injunctive Relief. You acknowledge that Our Content is sensitive and has competitive and technical value, and that a breach by you of any of the covenants or provisions of these Terms would cause us (or our affiliates and subsidiaries) to suffer immediate and irreparable harm for which we would not be adequately compensated by damages. Accordingly, you agree that, upon any actual or threatened breach of these Terms, we may, in addition to any other remedy for relief, seek to enforce the performance of these Terms by injunction, specific performance or other equitable relief, without proof of actual damage or posting of any security bond, and further notwithstanding that damages may be readily quantifiable. You will not assert sufficiency of damages as a defence in any proceeding for such injunctive or other equitable

SECTION 7 - GENERAL PROVISIONS

7.1 General Provisions

- (a) *Governing Law and Jurisdiction* – These Terms and the rights of the parties hereto are governed by, and will at all times be construed in accordance with, the laws in force in the Province of British Columbia and the laws of Canada applicable therein, without reference to its conflict of laws principles. You hereby irrevocably consent to the jurisdiction of the courts of the Province of British Columbia in connection with any matter arising out of or in connection with these Terms.
- (b) *Interpretation* – In these Terms, (i) the word “**including**”, the word “**includes**” and the phrase “**such as**”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word “**or**” between two or more listed matters does not imply an exclusive relationship between the matters being connected, (ii) all references to website addresses or URLs also includes any successor or

replacement websites containing substantially similar information as the referenced website(s), and (iii) monetary amounts expressed are in Canadian dollars.

- (c) *Waiver of Rights and Remedies* – Our failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of these Terms. Our rights, powers and remedies in these Terms, including without limitation the right to suspend, restrict or terminate your access to any portion of the Service, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to us at law or in equity.
- (d) *Notice* - All notices to be sent to any party shall either be sent or dispatched via e-mail or mailed by First Class prepaid Air Mail or registered mail return receipt requested, to the addresses and contact information first set out above. A notice delivered in accordance with the foregoing shall be deemed to have been received on the date of delivery or, if such day is not a business day, on the first business day following the day of transmission; provided that if such notice is delivered after 4:30 p.m. (local time), such notice will be deemed to be received on the next business day. A notice sent by email shall be deemed received on the day acknowledgement of receipt is received in the manner requested.
- (e) *Severability* - If any provision of these Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.
- (f) *Partnership or Agency* - Nothing in these Terms shall be deemed to constitute or imply a partnership between any party and MSI. No parties, except for MSI, shall have the authority to bind MSI or to contract in the name of MSI or create any liability for MSI at any time.
- (g) *Notifications* – Subject to our Privacy Policy, we may provide you with notifications via email, in hard copy, through your Account, or through conspicuous posting of such notice on the Website or otherwise through the Service, as we may determine in our sole discretion.
- (h) *Force Majeure* - Vendor and MSI agree to use their best efforts to carry out our obligations under these Terms, but in the event of strike, lock-out, accident, fire, delay in production, delay of carriers, acts of God, pandemic, epidemic, public health crisis, state of emergency, government action, state of war, or any other causes beyond their control, neither Vendor nor MSI shall incur liability to the other due to the delay in performance or inability to perform. Vendor and MSI shall complete performance of their obligations after the cause delaying or preventing performance has been eliminated or limited to such extent as to allow performance of their obligations.
- (i) *Assignment and Inurement* –You may not assign these Terms without our prior, written consent. These Terms will inure to the benefit of and bind you and us and our respective personal and legal representatives, successors and permitted assigns.
- (j) *Survival* – All provisions that, by their meaning or nature, are intended to survive termination or expiry of these Terms shall survive termination or expiration of these Terms.

- (k) *Entire Agreement* – These Terms, as amended from time to time, including any and all documents and policies referenced herein, constitutes the entire agreement between us and you with respect to the matters referred to in these Terms.
- (l) *Language* – These Terms are only available in English. No other languages will apply to these Terms.

7.2 Questions and Concerns

If you have any questions or concerns about these Terms, please contact us by email at support@materialsupply.ca.