

TERMS OF SERVICE



The Following Terms and Conditions apply to this and all Subsequent orders.

Except as otherwise provided by separate written contract or Agreement, the details of this order as written on the face hereof and the terms and conditions set forth below shall constitute the entire Agreement between the Seller and Buyer and shall supersede all terms and conditions contained in the Buyer's order.

1. Prices

Seller reserves the right to increase the prices herein provided up to its regularly established prices in effect at the time of delivery.

2. Terms of Payment

(a) When terms have been authorized in writing by the Seller, invoices shall be due and payable in fifteen (15) days from their respective dates. Seller may change or withdraw terms extended to Buyer at any time.

(b) Prior to establishment of fifteen (15) day terms, unpaid invoices are due:

- (1) First order, payment in full prior to release of order for shipment.
- (2) Second Order, half (1/2) of invoice due prior to release of order of shipment, remaining balance due 15 days from respective invoice date.

3. Claims

(a) Neither party makes any representations or grants any aluminum can warranties express or implied, and each party specifically disclaims any warranty of quality, merchantability or fitness for a liquid that has not been tested and approved. Seller does not provide testing directly or indirectly to Buyer.

(b) Except as provided in this clause, Seller makes no warranty, express or implied, with respect to the containers or closures covered by this order. Claims for shortages must be presented within (15) days after receipt of shipment. All other claims must be presented in writing within three (3) months after the receipt of shipment. Seller shall not be liable under any circumstances for consequential damages or for damages resulting in any way from the faulty closure of containers or the improper use or application of containers or closures.

4. Contingencies

Seller shall be excused for failure to perform any of its obligations under this order when due to events beyond its control. These events shall be included but not be limited to fire, storm, flood, earthquakes, explosion, accidents, enemy action, sabotage, strikes, labour disputes or shortages, work stoppages, transportations embargos or delays, failure or shortage of material or machinery used by the Seller, acts of god, regulations or priorities of any governmental authority and requirements under direct government contracts.

5. Failure to Perform

If Buyer fails to perform any of its obligations under this or any other order or contract with Seller, Seller may decline to make shipments until the default is corrected or cancel the unfilled portion of this order or any remedies available to Seller. If Seller continues to make shipments despite Buyer's default, such action shall not constitute a waiver of the default or otherwise affect Seller's rights and remedies hereunder. Buyer will not have access to any materials in storage at WCC until Buyer comes back into good standing with Seller as determined by obligations set out in Terms of Service.

6. Cancellation of Orders

Cancellations of orders are only accepted upon payment of work that has been completed, together with the cost of the materials purchased to fulfill the order and which cannot be used for other purposes without loss to seller.

WEST COAST CANNING INC.

8250 Borden St, Vancouver, BC V5P 3E7
1.877.959.2267 • info@westcoastcanning.com

*Proprietary and Confidential
Prices subject to change*

TERMS OF SERVICE



7. Delivery

Seller will use commercially reasonable efforts to make delivery of goods ordered on the date or dates specified by Buyer, but seller does not guarantee delivery on any date or dates so specified and shall be subject to no liability by damage caused by delayed delivery.

8. Warranties, Disclaimer of Warranties and Limitations of Liability

Seller warrants that all goods sold by it shall be free of defects in workmanship and materials. However, in no event shall Seller incur any liability under this warranty, or otherwise where the goods are not packed, stored and distributed in accordance with good business practices. Seller's liability for any damages or other remedies, whether sought in tort or contract or equity or for breach of warranty contained herein is limited to the repayment of the purchase price of the defective containers or closures.

9. Printed Cans & Shrink Sleeves:

Please note that West Coast Canning Inc. (WCC) do not provide property insurance for printed cans or rolls of shrink sleeves being stored at our business premises. If, as the owner of such property, the client wishes to obtain property insurance for this stock at a value of your choosing, then please do so by adding it to your existing insurance coverage. You may advise your insurance provider that this stock will be stored at: 8250 Borden St, Vancouver, BC, V5P3E7. However, WCC does carry Warehouseman's Legal Liability coverage for customer goods in our care. Therefore we do have liability coverage in the event our negligent actions caused damage to your property. But again, this does not apply for all property losses and therefore you should maintain adequate property insurance, as referenced above.

WCC Shipping Disclaimer

West Coast Canning will not accept any responsibility for damaged cans received on either Less-than-Truckload or Full-Truckload shipments. The nature of the empty aluminum can unfortunately makes nominal damage to cans during shipping unavoidable. If there are over 500 damaged and unusable cans on a shipment you have received, please take pictures of the pallet(s) as you have received them and contact Cole Shaw (Cole@westcoastcanning.com) to notify him of the damage.

WEST COAST CANNING INC.

8250 Borden St, Vancouver, BC V5P 3E7
1.877.959.2267 • info@westcoastcanning.com

*Proprietary and Confidential
Prices subject to change*