TERMS AND CONDITIONS

1. **CREDIT**
   a. The customer authorizes CAN-CELL INDUSTRIES INC. to conduct any credit investigations it deems appropriate and authorizes the release of financial information to CAN-CELL INDUSTRIES INC. from any financial institution that the customer deals with. The customer authorizes the receipt and exchange of credit information.
   b. CAN-CELL INDUSTRIES INC. shall determine in its sole discretion the amount and whether to grant credit to the customer. Can-Cell has no obligation to grant such credit and any granting of credit is without commitment to provide any future credit. The customer shall be responsible for all credit it receives from Can-Cell whether or not such credit exceeds authorized credit limits.
   c. The customer acknowledges and agrees that Can-Cell may, in its sole and unfettered discretion, and without having to provide notice, reason, or a cause for doing so, may change the customers credit limit, or convert the account to COD

2. **PAYMENT AGREEMENT**
   a. All monies are due and payable within stated terms, unless agreed to in writing by an authorized signing officer of CAN-CELL INDUSTRIES INC.
   b. If customer does not make payment within terms of **COD**, a finance charge of 2% per month (26.84% compounded per annum) may be charged to the customer. Calculation of finance charge would begin on the 31st day following date of invoice.
   c. Any payment made by customer in respect to a credit transaction shall be applied first to pay the accumulated finance charges and thereafter to reduce the principle amount of outstanding debt.

3. **LIQUIDATED DAMAGES**
   If CAN-CELL INDUSTRIES INC. utilizes a third party in order to recover amounts owing, an additional amount corresponding to 20% of the amount already due will be payable by the CLIENT as liquidated damages.

4. **DELIVERY DELAYS**
   CAN-CELL INDUSTRIES INC. is not responsible for any unmet delivery dates, due to whatever case, including but not limited to, labour strike, fire, flood, supply issues, transportation delays, act of God or any other uncontrollable event, and in any case the CLIENT cannot claim damages from CAN-CELL INDUSTRIES INC.

5. **DEFECTIVE MATERIALS**
   Any claim relating to defective materials or defects affecting materials must be denounced in writing to CAN-CELL INDUSTRIES INC. within five (5) days of the delivery of said materials. If the CLIENT fails to do so, the CLIENT is presumed to have received the materials in good condition. CAN-CELL INDUSTRIES INC. may only be held to the replacement of the affected materials or a refund of the affected materials and may in no case be held liable for damages, direct or indirect, or other costs incurred by the CLIENT.

6. **CHANGE IN OWNERSHIP**
   The customer will advise Can-Cell in writing of any change in the trade &/ or legal name of the business, &/or of any change in the ownership of the business at least 5 working days prior to such change(s).

7. **LEGAL FEES**
   The customer shall pay all solicitor's fees and expenses, and all legal costs as between solicitor and his own customer on a full indemnity basis, as well as an allowance for the time, work and expenses of the Credit Grantor, or of any agent, solicitor or employee of the customer or otherwise, together with interest thereon at the rate provided for herein, shall be repayable to the Credit Grantor on demand, or if not demanded, then with the next ensuing installment payable to the Credit Grantor.

8. **INCURRED DEBTS**
   I/We, (hereinafter referred to as the Corporate Customer) being principle(s) of the Corporate Customer acknowledge that I/we am/are co-customer(s)/ co-purchaser(s) and will be personally responsible jointly and severally with the Corporate Customer for any and all debts incurred as a result of this application, whether or not the invoices are made out solely in the name of the Corporate Customer. I/We will jointly and severally indemnify Can-Cell and will see that Can-Cell is fully paid for your account with respect to any order now or hereafter made by the Corporate Customer.

9. **LEGAL DISTRICT**
   The domestic laws of the Province of Alberta shall govern this credit agreement and the customer hereby attorns to the jurisdiction of the courts of the Province of Alberta.

10. **DECLARATION STATEMENT**
    The customer affirms that the information stated on the credit application is true and accurate.