

# STATEMENT OF LIMITED LIABILITY

## **ALL WORK IS ACCEPTED SUBJECT TO THE FOLLOWING TERMS:**

### **WARRANTY**

(a) 2465082 Alberta Ltd warrants that the manufacturing and other incidental work to be performed by 2465082 Alberta Ltd. will be conducted in a good and workmanlike manner in accordance with specifications supplied by the Customer.

### **LIMITATIONS ON THE COMPANY'S LIABILITY**

(a) 2465082 Alberta Ltd 's liability, whether arising from breach of the warranty as herein provided, contract or tort, shall not exceed the amount of 2465082 Alberta Ltd charges for the work done on any material.

(b) In no event will 2465082 Alberta Ltd be liable for any personal injury, property damage or any special, indirect or consequential damages or economic loss, including but not limited to loss of profits, loss of production, re-call or any other losses, expenses or liabilities allegedly resulting as a result of the work performed by 2465082 Alberta Ltd or resulting from any act or omission of 2465082 Alberta Ltd, its servants or agents. Without limiting the generality of this paragraph:

- i) 2465082 Alberta Ltd shall in no event be liable for shrinkage, expansion, deformity or rupture of material it is manufacturing, treating or straightening nor for rupture caused by or occurring during subsequent processes
- ii) 2465082 Alberta Ltd shall in no event be liable if the Customer provides detailed instructions as to the processing of material and those instructions are followed by the Company;
- iii) 2465082 Alberta Ltd shall in no event be liable for loss, damage or delay caused by any Act of God, the King's or public enemies, riots, strikes, the authority of law, or by quarantine or from causes beyond the reasonable control of 2465082 Alberta Ltd.

### **CUSTOMER'S OBLIGATIONS**

(a) 2465082 Alberta Ltd, by contracting for work to be performed by the Company agrees to accept the limitation on 2465082 Alberta Ltd liability as expressed in this Statement to the exclusion of and all provisions as to liability on the Customer's own invoices, purchase orders or other documents or any oral or written representations or agreements which have not been duly signed by an officer of 2465082 Alberta Ltd. If the Customer desires his own provisions as to 2465082 Alberta Ltd liability to prevail such must be agreed to in

writing and signed by an officer of 2465082 Alberta Ltd. In such event, a higher charge will be made for 2465082 Alberta Ltd services.

(b) Failure by the Customer to indicate plainly and correctly any detail or process (i.e. the proper alloy designation) to be manufactured shall cause an extra charge to be made to compensate for any additional expenses incurred by 2465082 Alberta Ltd as a result thereof.

(c) The Customer agrees to inspect the treated material immediately upon its receipt. All claims against 2465082 Alberta Ltd for a breach of the limited warranty as herein provided must be submitted to 2465082 Alberta Ltd prior to any further processing, assembling or any other work that is undertaken with the treated material. No claims for shortage in weight or count shall be made by the Customer unless presented to 2465082 Alberta Ltd within FIVE (5) working days after receipt of materials by the Customer.

(d) The Customer covenants and agrees to indemnify and save 2465082 Alberta Ltd, its servants and agents harmless from any liability in connection with the services provided by the 2465082 Alberta Ltd in excess of that which 2465082 Alberta Ltd has agreed to assume herein. The Customer further agrees to indemnify and save harmless the Company, its servants and agents from any further damages, indemnity or contribution.

**(e) THE CUSTOMER UNDERSTANDS AND AGREES:**

i) THAT THE STATEMENT OF LIMITED LIABILITY AS HEREIN PROVIDED IS SPECIFICALLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY OR CONDITION WHETHER BY OPERATION OF STATUTE, COMMON LAW OR INEQUITY

ii) NO ALTERATION OR AMENDMENT TO THE ABOVE CONDITIONS SHALL BE BINDING ON THE COMPANY EXCEPT IF MADE IN WRITING DULY EXECUTED BY AN OFFICER OF THE COMPANY; AND

iii) THE COMPANY'S LIABILITY HERE UNDER SHALL CEASE AND BE AT AN END AT SUCH TIME AS ANY OTHER PERSON UNDERTAKES FURTHER PROCESSING, ASSEMBLY, OR ANY OTHER WORK ON THE MATERIAL.

Contact 2465082 Alberta Ltd for more information on our Statement of Limited Liability