

Tyee Pacific Marine Operations Ltd.

306 Eight Avenue New Westminster BC V3L 1Y2 778 833 0744



- f) The Customer shall pay any provincial sales tax, H.S.T., license, permit, or government inspection fees imposed upon or with respect to the sale, installation, storage, maintenance or use of the Propane and Tyee Pacific covenants that the Equipment at the date of installation shall comply with all government regulation and requirements respecting the Equipment.
- g) The Customer acknowledges that there are hazards associated with the storage and use of Propane and the Customer understands such hazards, and that it is the responsibility of the Customer to warn and protect its employees and others exposed to such hazards. The Customer assumes all risks and liability for loss, damage or injury to persons or property of the Customer, or others arising out of the delivery, presence or use of the product, provided that Tyee Pacific shall be responsible for loss, damage or injury arising out of negligent acts or omissions of Tyee Pacific or its employees or servants. Tyee Pacific shall be held harmless and indemnified for the consequences of an environmental assessment on property by the Customer.
- h) Tyee Pacific' sole liability and the Customer's sole remedy for the non-delivery of Propane or for the delivery of Propane not conforming to specification shall be limited to the price for the quantity of Propane not delivered, or the purchase price of the non-specification Propane delivered, and Tyee Pacific shall not be liable in contract, delivery for any other direct, special, indirect, or consequential damages, including but not limited to the loss of use, loss of work in progress, down time or loss of profits.
- i) Neither party shall be held liable for any failure or omission in the performance of the provisions of this Agreement, if such failure is caused by or shall arise, directly or indirectly, from acts of storm, floods, strikes, labour trouble, wars, riots, failure of carriers or suppliers to transport or furnish product or other contingencies beyond the reasonable control of the parties, which would make performance commercially impractical whether or not the contingency is of the same class of those enumerated above, it being expressly agreed that such enumeration shall be nonexclusive. In the event that Tyee Pacific is unable to meet the full requirements of the Customer as a result of force majeure, Tyee Pacific shall prorate whatever local supply is available to all Tyee Pacific' Customers in the locality in a fair and equitable manner.
- j) i) In the event that the Customer is in default of payment of any amount to Tyee Pacific, then Tyee Pacific may, at its option, terminate the Agreement immediately upon twenty-four (24) hours notice to the Customer, or may give notice to the Customer that effective immediately, the supply of Propane will only be made on a C.O.D. basis.

ii) Tyee Pacific may immediately terminate this Agreement by delivery of notice of termination, at its option, if the Customer becomes insolvent, commits an act of bankruptcy, makes a proposal to its creditors, if a receiver is appointed over the assets of the Customer, or if any execution, levy or distraint is enforced against the Customer.

iii) In the event the Customer commits a breach of or is in default of any other terms of this Agreement, then without prejudice to any other remedies available at law or by this Agreement, Tyee Pacific may, at its option, terminate this Agreement at the expiration of thirty (30) days following written notice of the default to the Customer, should such default not be cured within forty-eight (48) hours of receipt of such notice.
- k) If Tyee Pacific fails to require the Customer to perform or overlooks a breach of any provision of this Agreement, such failure of over-looking shall not be taken as condoning such non-performance or breach, nor prevent Tyee Pacific from consequently taking action respecting such or other non-performances or breach.
- l) The Customer may not assign this Agreement without the prior written consent of Tyee Pacific, which consent shall not be unreasonably withheld. Except as herein provided with respect to assignment, this Agreement shall inure to the benefit of, and be binding upon each party hereto and its respected successors and permitted assigns.
- m) This Agreement shall be construed in accordance with the laws of British Columbia and for the purpose of legal proceedings this Agreement shall be deemed to have been made and performed in British Columbia, and the Courts of British Columbia shall have personal jurisdiction over the parties to this Agreement and over all disputes which may arise under this contract, provided always that nothing herein contained shall prevent Tyee Pacific from proceeding, if appropriate and at its election, in the courts of any other Province or country.
- n) This Agreement and all other written agreements expressly incorporated into this Agreement in writing constitute the entire agreement between Tyee Pacific and the Customer, and the Customer expressly agrees that there are no other representations, promises or warranties, written or oral, that are binding on the parties hereto.
- o) Time shall be of the essence in this Agreement.

I have read and acknowledge the above conditions: _____
Authorized Customer Representative and Title