

NEW WEST METALS INC. – CUSTOMER TERMS AND CONDITIONS

1) DEFINITIONS:

- a) **“NWM”** means New West Metals
 - b) **“Goods”** means the items of property to be supplied by the Vendor to NWM as described on the Sales Order.
 - c) **“Materials”** means the items of property to be supplied by the Vendor to NWM as described on the Sales Order.
 - d) **“Sales Order”** means the Sales Order Document and these Terms and Conditions.
 - e) **“Customer”** means the party designated as such in the Sales Order Document.
- 2) **SALES ORDER ACCEPTANCE:** When a Customer makes an inquiry with NWM either via email, fax and or verbal intent to purchase Goods and/or Material, this will be considered as an intent to a contract of sale. Once the order is confirmed back by NWM to the Customer via email and or fax, then the Sales Order Acknowledgment becomes a binding sale. Once an order has been approved then it becomes non-cancellable and non returnable unless otherwise approved by NWM. All customer terms must be pre-approved by NWM on account.
- 3) **CUSTOMER TERMS CONFLICT:** The Terms and Conditions of the NWM Sales Order shall supersede all prior agreements, correspondence, understandings, commitments, whether oral or written between the Customer and NWM with respect to the Goods and/or Materials noted on the Sales Order.
- 4) **REVISIONS OR MODIFICATION OF ORDER ACCEPTANCE:** No revisions or modifications of the Terms and Conditions of the Sales Order, including price revisions or substitutes will be accepted by NWM, unless such revisions, substitutes and or modifications had been accepted beforehand in full agreement by NWM and a new Sales Order would be created noting all revisions or modifications.

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- 5) **PRICING:** Is subject to confirmation at time of order. Pricing on the Sales Order will exclude all taxes and extras if applicable, terms of payment and shipping method. In the event, of any increase in pricing, this will be communicated by NWM and the change will be noted on the Sales Order and a confirmation of the changes will be sent to the Customer.

- 6) **PAYMENT:** Payment terms are standard 30 days payment from the time of receipt of the invoice for the Goods and/or Materials unless communicated otherwise at time of Sales Order confirmation.

- 7) **DELIVERY:** NWM will ship Goods and/or Materials as agreed to on Sales Order by the required date listed as when the order is placed. Customers and NWM may agree collectively on delivery times and terms based on specific requirement parameters.

- 8) **WARRANTY OF GOODS & MATERIALS:** All Goods and/or Materials delivered to the Customer from NWM should be free and clear of any liens and or charges. Comply with applicable laws, health & safety and all transportation and border requirements. IE: NAFTA & Custom Requirements. All Goods and/or Materials will conform to requirements and specifications (tolerances) list on the NWM Sales Order.

- 9) **OWNERSHIP TO PRODUCTS:** Until NWM receives full payment for all Goods and/or Materials for any order and the order is shipped, the ownership to the Goods and/or Materials remains ownership of NWM. If the Sales Order is not paid in full the ownership of Goods and/or Materials still remains property of NWM and can be secured by NWM at such time.

- 10) **QUALITY GUARANTEE OF GOODS & MATERIALS:** At time of Customer inspection, all Goods and/or Materials should be free of any defects, deficiencies and non-conformances as found. If any defects, deficiencies and or non-conformances are found during the inspection process then the Customer will contact NWM immediately to discuss immediate corrective actions. NWM reserves the right to make the necessary corrections or replacement of the Goods and/or Materials based on NWM and/or their Vendors return policies. The Customer shall not remedy, any defect, deficiencies and/or non-conformance without a written agreement from NWM. If Goods and/or Materials require to be returned, NWM will issue a return goods authorization along with any specific shipping parameters.

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- 11) **LIABILITIES & INDEMNIFICATION:** NWM shall not be liable to the Customer and shall indemnify NWM from and against all actions, claims, demands, losses, costs, expensed and liabilities of any kind arising out of the Sales Order including claims made or damages sustained in respect of property damage and or personal injury.
- 12) **CONFIDENTIAL NON-DISCLOSURE OF INFORMATION:** Any data, drawings, specifications, reports samples or other technical, financial information relating to NWM business in which the Customer may be privy to from the Sales Order shall be deemed confidential and the Customer shall not use the information for its own purposes (other than the Sales Order).
- 13) **FORCE MAJEURE:** Any cause beyond the reasonable control of either party of the Sales Order , which the party could not have avoided by the exercise of reasonable diligence and at reasonable cost and which does not result from such party's inability or meets its obligations due to hardship from a "Force Majeure" events which are Acts of God, weather, floods, war, strikes, labor actionetc.. resulting in damage due to extension of time that causes undue hardship resulting in the other party canceling the Sales Order without additional recourse.
- 14) **COMPLIANCE WITH LAW:** The Sales Order will fall upon the conditions for which it is governed (laws & regulations) by and in accordance by the Province, State and Country in which the contract is performed.