

USNR STANDARD TERMS & CONDITIONS FOR SERVICE (CANADA)

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL SERVICE-RELATED TRANSACTIONS BETWEEN USNR/KOCKUMS CANCAR CO. ("SELLER") AND THE CUSTOMER ("BUYER") EXCEPT WHERE THE PARTIES HAVE ENTERED INTO A SPECIFIC CAPITAL/NEW EQUIPMENT CONTRACT OR SERVICE MAINTENANCE AGREEMENT WHICH GOVERNS OVER SUCH SALES.

- a. **Safety:** Seller's employees will provide their own hard hats, safety glasses, vests, gloves, and boots, all of which will meet typical standards. If any other personal protective equipment (PPE) is required, Buyer must provide it.

If Buyer informs Seller's employees about Buyer's safety measures, Seller's employees will follow them. If Buyer feels that Seller's employees are not following Buyer's safety measures, then Buyer should immediately inform Seller's employees, restrict them from further service, and contact Seller directly to resolve the issue(s) before further service continues.

If Seller's employees do not feel safe at Buyer's facility or are requested to work in an un-safe manner, then Seller's employees are entitled to leave without completing the Service until such safety issues are addressed.

If any of Seller's employees is involved in an incident at Buyer's facility, Seller will require them to submit to the same drug testing policy that Buyer requires of any of his employees or agents involved in the same incident.

- b. **Terms and Conditions of services provided:** Seller's role is to provide service to help the Buyer repair or improve the Buyer's equipment either by providing on-site service or by providing remote support service.

Regardless if Seller is providing on-site service or remote support service, Seller's employees are only acting in a consulting role and the Buyer's personnel are responsible for any modifications, changes or repairs regardless if Seller's employees actually help make or perform such changes, modifications or repairs in lieu of Buyer's personnel for whatever reason.

Buyer is responsible for providing all labor, equipment, tools and parts needed to perform the Service. If Buyer fails to do that, Seller is entitled to reschedule or cancel the Service or charge additional costs which could include additional charges for Seller's time, lodgings, travel, meals.

Buyer is responsible to take all required precautions during the servicing of equipment. Instructions or suggestions provided by Seller's employees are the responsibility of the Buyer to determine if they should be acted upon and are prudent and safe to execute. Buyer recognizes that Seller's employees are not aware of the history or current state of the equipment or machinery of the Buyer and any instructions or suggestions by Seller's employees are based solely on the information provided by the Buyer.

If Seller provides the Service remotely, Seller is not liable to Buyer for any information or data that is damaged, corrupted, or fails to reach Buyer, or for any damage to (or loss of) Buyer's data or equipment. Buyer is responsible for backing up his own data and taking any other measures

necessary to protect his data before the Service begins. Buyer is responsible for taking all safety measures necessary to protect his equipment and personnel before the Service begins, and before startup of any equipment that could be affected by the Service.

Seller will try to help Buyer repair or improve Buyer's equipment. Seller's performance of the Service is to be based upon "best efforts" and the result is not guaranteed or warranted. Seller disclaims all warranties of merchantability, fitness for a particular purpose, title, or non-infringement and any warranties arising by usage or trade or by course of dealing. In other words, Seller does not warranty that it can fix or improve Buyer's equipment.

Seller will use best efforts to help Buyer but takes no liability or risk in doing so. Seller's total liability is limited to the charges associated with the Service. Seller is not responsible for, and under no circumstances shall Buyer be entitled to or recover from the Seller, indirect, incidental or consequential damages of any kind, including but not limited to lost profits.

Seller and Buyer agree not to make any claims against one another in connection with the Service. Neither Buyer or Seller is obligated to defend the other against any third party claims, or to compensate the other for any legal obligation to a third party.

Buyer agrees and consents to be governed by the laws of British Columbia, Canada and the venue and jurisdiction for any matter arising from or related to this agreement or the performance thereof shall lie exclusively in the courts located in the province of British Columbia, Canada. Buyer hereby submits to the jurisdiction of the courts of British Columbia, Canada and the Federal Court of Canada.

If any provision of this Agreement is found to be invalid or unenforceable, the other provisions will remain in full force and effect.

ACCEPTANCE OF ANY SERVICES PERFORMED BY SELLER, THAT ARE NOT OTHERWISE COVERED BY A SPECIFIC CAPITAL/NEW EQUIPMENT CONTRACT OR SERVICE MAINTENANCE AGREEMENT, WILL BE DEEMED BUYER'S TACIT APPROVAL OF THESE TERMS AND CONDITIONS.