

# Purchasing Terms and Conditions

## North American and Overseas Purchases

Greentec International Inc. ("**Greentec**") is in the business of collecting and selling used print cartridges (the "**Cartridges**") to various customers. The Cartridges sold by Greentec are sourced from various suppliers including schools, businesses, collectors and brokers (the "**Supplier**") under the following terms and conditions.

### **Acceptable Cartridges**

Cartridges which are acceptable to Greentec are those Cartridges found on Greentec's product listings (the "**Purchase Price Listings**"). Unless otherwise specified by Greentec in writing, all Cartridges shall be an Original Equipment Manufacturer ("**OEM**") product; shall have an OEM label; shall have no visible damage or dents; shall have no missing parts or components; shall have no cracks or holes in or on the casing; and shall have no deep scratches in or on the casing. All Cartridges provided by Supplier to Greentec must conform to the above conditions in order to qualify for payment from Greentec.

In addition, Greentec shall determine whether Cartridges provided by Supplier can be recycled by subjecting the Cartridges to Greentec's **Production Ready**<sup>™</sup> process consisting of sorting, inspection, and qualification.

Only Cartridges provided by Supplier which satisfy all of the above conditions as determined by Greentec in its sole discretion will be deemed acceptable to Greentec and qualify for payment by Greentec "**Acceptable Cartridges**".

### **Packaging Guidelines**

All Cartridges must be packed by Supplier with extreme care in their original OEM boxes with sufficient protective packaging to avoid damage during shipping, which damage may cause the shipment to be rejected by Greentec. Cartridges that are not protected in accordance with the terms contained herein and that are damaged during shipment may result in loss of payment or credit to Supplier.

### **Discrepancies**

Greentec shall not accept damaged or broken Cartridges or Cartridges that have missing parts ("**Discrepancies**"). All Cartridges are carefully inspected as they are received at Greentec's warehouse. Cartridges that do not meet Greentec's **Production Ready**<sup>™</sup> inspection process will not be accepted and Greentec shall not be liable to pay any amounts to Supplier in respect of such Cartridges. Evidence of Discrepancies is strictly documented by Greentec so that Supplier may file a claim with the freight carrier, if appropriate. Greentec will not file a freight claim if the boxes or containers in which the Cartridges are shipped are not physically damaged. In this case, the liability for damaged Cartridges rests solely with Supplier. Supplier has the option, by written request, to have all non-acceptable Cartridges returned to Supplier at its own expense within 10 days of the Notification Date. Greentec at its sole discretion has the option to not pay for any Cartridges with Discrepancies and may claim additional disposal fees from Supplier.

### **Disposal Fees**

Cartridges sent to Greentec by Supplier that are not listed as acceptable on Greentec's Purchase Price Listing (and *for any Cartridges that do not appear in the signed purchase order*) are subject to a disposal fee of USD 0.75 per laser cartridge and USD 0.50 per inkjet cartridge. This fee is charged to Supplier to cover the shipping, handling and disposal costs incurred by Greentec on Supplier's behalf.

### **Supplier Notification**

Greentec will use reasonable efforts to notify Supplier of receipt, inspection, and satisfaction of conditions in respect of the Cartridges (via inspection summary reports) within five (5) business days of receipt of shipment of Cartridges from Supplier (the "**Notification Date**").

### **Prices and Specifications**

Prices and Cartridge specifications set forth in the Purchase Price Listings are reviewed regularly by Greentec, and are subject to change by Greentec without notice. Prices do not include export duty or taxes.

### **Payment Terms**

Payment shall be made to Supplier thirty (30) days after receipt of the Cartridges but only for Acceptable Cartridges, unless otherwise agreed to in writing by Greentec.

Payment by wire transfer can be accommodated by Greentec. All wire transfers are subject to an administrative fee of USD 20.00 payable by Supplier.

Payment is contingent upon the receipt of the Cartridges from Supplier, as set out in the purchase order. Cartridges that do not appear in Greentec's purchase order will be subject to the following treatment at Greentec's option: (a) purchase by Greentec at current published rates; or (b) rejection and return at Supplier's expense. Greentec's entitlement to reject and return applies to any Cartridges that contain Discrepancies, do not conform with the purchase order or do not comply with the terms and conditions as set out herein. In any event, Greentec shall only pay Supplier for Acceptable Cartridges.

### **Shipping Domestic (including U.S.A.)**

Freight and shipping terms on domestic purchase orders are to be negotiated and agreed upon between Supplier and Greentec at time of purchase order.

### **Shipping International**

For international purchase orders, Greentec will nominate a carrier, arrange for shipping upon Supplier's acceptance of the purchase order. *Specific shipping terms, as agreed to by Supplier and Greentec, will be identified on the purchase order and will be based upon INCO Terms (2000) for International Trade and Shipping.*

Supplier must advise Greentec of any variance between quantities of Cartridges indicated on a purchase order and actual quantities of Cartridges loaded for shipment to Greentec within 24 hours of loading. Any such variance must be agreed to in writing by both parties prior to payment being made to Supplier.

Supplier must deliver a signed Bill of Lading confirming shipment has transferred from Supplier's facility into the possession of Greentec's nominated carrier within 24 hours of loading.

Supplier must ensure Cartridges are loaded and shipped in conformance with Greentec's Shipping and/or Container loading specifications as set out herein or as otherwise set out in writing by Greentec.

### **Limitation of Liability**

Greentec intends to provide accurate information on its Purchase Price Listings. Greentec shall not be held liable for incorrect selection of Cartridges based on the information provided in the Purchase Price Listings. Names of business machines and products mentioned in the Purchase Price Listings are intended to show compatibility of Greentec's Cartridges with the mentioned business machines and products. Greentec's only liability to Supplier associated with any Cartridges it purchases from Supplier is limited to a return of the Cartridges at Greentec's option. In no event shall Greentec be liable for any loss of the Supplier's profits, business interruption, loss of business information or other special, indirect or consequential damages.

### **Warranty of Supplier**

Supplier warrants that it is legally entitled to enter into this Agreement.

### **Indemnity**

Supplier shall and does hereby indemnify Greentec from and against any and all losses arising out of and from claims for injury to persons or damage to property which may be sustained in the performance of or in connection with this Agreement and/or the Cartridges that are attributable to Supplier.

**Entire Agreement**

This Agreement constitutes the entire agreement between the parties and except as stated in it, contains all the representations and warranties of the respective parties. There are no oral representations or warranties or collateral agreements between the parties of any kind relating to the subject-matter herein. In the event there is a conflict between any term or condition in this Agreement and any other document including but not limited to purchase orders and shipping terms, the terms of this Agreement shall supercede and govern.

**General**

This Agreement shall be deemed to have been made in Ontario, Canada and any controversy arising under or in relation to this Agreement shall be governed by and construed in accordance with the laws of Ontario, Canada. Any legal action or proceeding relating to this agreement shall be instituted in the courts of the Province of Ontario. Greentec has requested that this agreement and all related documents be drawn up in the English language with which request Supplier agrees. Greentec *a demandé que le présent contrat ainsi que toute la documentation d'accompagnement soient rédigés en anglais, requête à laquelle le Supplier consent.* This Agreement shall be binding upon the parties and their respective successors and assigns. The headings in this Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of the agreement. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force. This Agreement shall be governed by the law of the Province of Ontario exclusive of the Convention on the International Sale of Goods and its enactment in Ontario law and also exclusive of conflict of laws principles which would alter the choice of Ontario law.

SUPPLIER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT AND SHALL BE BOUND BY ITS TERMS AND CONDITIONS.

**SUPPLIER**

\_\_\_\_\_  
Print Name:  
Title:

I/we hereby have authority to bind the above legal entity  
*[use if other than individual]*

\_\_\_\_\_  
Witness  
Print name:

\_\_\_\_\_  
**SUPPLIER**  
Print Name:

*[use if individual with Witness signature]*