

**CANADA BUILDING MATERIALS COMPANY
TERMS AND CONDITIONS OF SALE - CONCRETE BLOCKS**

These Terms and Conditions apply to the sale of concrete blocks from Canada Building Materials Company.

1. Acceptance. This Agreement includes the Delivery Ticket and these terms and conditions, and is between Canada Building Materials Company, a division of St. Marys Cement Inc. (Canada) ("CBM") and the Purchaser specified on the Delivery Ticket, for the purchase of the kind, size and number of concrete blocks indicated on the Delivery Ticket (the "Product"). Upon delivery, Purchaser is deemed to have accepted the Product, in accordance with these terms and conditions, unless the Product is rejected at the time of delivery.

2. Quantity. The quantity of Product shown on the Delivery Ticket is deemed to be conclusive evidence of the quantity delivered. Any claim for shortage of Product shall be made to CBM at the time of pick-up of the Product at CBM, or if delivered to a specified location, in writing within 24 hours of delivery to the site.

3. Delivery. Delivery of Product is EXW or "EX Works", meaning that title and risk pass to the Purchaser at CBM's door, including payment for loading, transportation and insurance. In the event Purchaser requires delivery by CBM to a site specified by Purchaser, delivery shall nevertheless be EXW. Charges for shipping will be based on quantity of Product and CBM reserves the right to add other charges including but not limited to cancellation, evening or weekend charges. Purchaser shall provide suitable roadways and entrances to the site. If, in CBM's opinion, suitable roadways or approaches are not available, CBM vehicles shall return to CBM and Purchaser agrees to pick up the Product within three (3) business days. Purchaser shall be responsible for CBM shipping charges in any event. For sites beyond the curb line, CBM assumes no liability for damage to sidewalks, driveways, roadways or other property and Purchaser agrees to indemnify and save harmless CBM, its directors, officers, employees, shareholders, successors and assigns against all claims, liability, loss or expense including legal fees and expenses incurred as a result of any damage.

4. Delivered "As Is". Purchaser understands and acknowledges that Product is made from returned concrete and sold "as is". Purchaser agrees that any information, statements or assistance whatsoever provided by CBM about the Product, is given to and accepted by Purchaser at its risk. CBM disclaims all liability for and provides no representations or warranties whatsoever, including but not limited to those related to compressive strength, durability, use and workability of the Product. CBM expressly disclaims all representations and warranties, including any express or implied warranty of merchantability of the Product, or fitness of the Product for any particular purpose. For further clarification, Purchaser agrees that its sole remedy against CBM for claims, losses or damages of any kind whatsoever, arising out of, connected with or resulting from the purchase of the Product, is replacement of the Product, or at CBM's option, refund of the purchase price paid for the Product, which shall in no event be greater than the invoiced value of the Product ordered as fully paid. Purchaser agrees that it is not entitled to any other remedy from CBM whatsoever, whether indirect or consequential damages, lost profits, lost sales, punitive damages, damages for injury to persons or property or any other incidental or consequential loss.

6. Force Majeure. CBM shall not be liable for any expense, loss or damage relating to delays in manufacturing, availability or delivery of Product caused by acts of God, governmental action, regulations, orders or rulings, acts of war, terrorism, strikes, lockouts, other labour disputes, breakdowns, accidents, or acts or omissions of Purchaser.

7. Price and Terms of Payment. The price specified on the Delivery Ticket does not include taxes. Purchaser agrees to pay the price, together with all applicable surcharges and taxes. Payment is by cash on pick-up unless CBM has approved the Purchaser's credit. In this event, CBM will issue invoices for Product shipped. Purchaser agrees to pay the amount specified on each invoice within thirty (30) days of the date of the invoice. Any amounts unpaid after thirty (30) days shall be overdue and bear interest at the rate of 18% per annum, calculated monthly (approximately 1½% per month). Purchaser shall pay the full amount owing on the invoice and agrees there is no right of set-off or entitlement to make deductions from amounts payable, for any reason whatsoever. Purchaser hereby grants CBM a security interest in Product delivered to Purchaser as security for the full payment of the Product.

8. Waiver. The failure by CBM to exercise any of its rights under this Agreement shall not operate as a waiver of such rights.

9. Entire Agreement and Governing Law. This Agreement supersedes all other agreements, written or oral, regarding the Product, and no prior or subsequent understanding, agreement, term, condition or trade custom that conflicts with or is supplementary to these terms and conditions is binding on CBM. The laws of Ontario govern this Agreement.