

STANDARD TERMS AND CONDITIONS OF SALE

GOODS AND SERVICES SOLD BY AGRICULTURAL ENTERPRISES LIMITED OR ITS SUBSIDIARIES OR AFFILIATED COMPANIES ("AEL MILLWRIGHT SERVICES ") ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT FOR THE GOODS OR SERVICES CONSTITUTES ACCEPTANCE OF AEL MILLWRIGHT SERVICES'S TERMS AND CONDITIONS.

PRICE: Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by AEL MILLWRIGHT SERVICES are subject to change without notice. Prices do not include any present or future sales, use, excise, value added or similar taxes and where applicable, such taxes shall be billed as a separate item and paid by Buyer. Unless otherwise provided in writing, terms of payment are thirty (30) days net, without setoff or deduction, from date invoice was sent or goods are delivered (or services provided), whichever is earliest, if Buyer's credit has been approved prior to sale. A late payment charge of 2% per month (an annual percentage rate of 24.2%) shall be charged on all past due accounts and Buyer shall pay AEL MILLWRIGHT SERVICES all costs incurred by it in collecting any past due account from Buyer including all court costs and attorneys fees. Unless otherwise noted, all sales are made f.o.b. point of shipment and, in all cases, title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon Buyer.

DELIVERY: Delivery dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. AEL MILLWRIGHT SERVICES shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Additional charges for local delivery may also apply.

CHANGE IN BUYER'S FINANCIAL CONDITION: AEL MILLWRIGHT SERVICES reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to AEL MILLWRIGHT SERVICES in the event of (i) Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. AEL MILLWRIGHT SERVICES reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. AEL MILLWRIGHT SERVICES also reserves the right to cancel Buyer's credit at any time for any reason. Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants AEL MILLWRIGHT SERVICES a security interest in the goods and the proceeds thereof. Title to the goods shall remain with AEL MILLWRIGHT SERVICES, and goods furnished by AEL MILLWRIGHT SERVICES shall not become a fixture by reason of being attached to real estate, until paid in full. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.

WARRANTIES: Goods are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject only to those warranties extended by such third parties. AEL MILLWRIGHT SERVICES MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, WHETHER STATUTORY OR OTHERWISE, ARE HEREBY EXCLUDED. Buyer is responsible for installation and use in accordance with manufacturer's instructions. AEL MILLWRIGHT SERVICES personnel are not authorized to alter this policy.

LIMITATION OF LIABILITY: AEL MILLWRIGHT SERVICES's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods or services hereunder, or the sale, resale, operation or use of such goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or part thereof involved in the claim, REGARDLESS OF CAUSE OR FAULT. THIS LIMITATION OF LIABILITY REFLECTS A DELIBERATE AND BARGAINED FOR ALLOCATION OF RISKS BETWEEN AEL MILLWRIGHT SERVICES AND BUYER AND CONSTITUTES THE BASIS OF THE PARTIES' BARGAIN, WITHOUT WHICH AEL MILLWRIGHT SERVICES WOULD NOT HAVE AGREED TO THE PRICE OR TERMS OF THIS CONTRACT. AEL MILLWRIGHT SERVICES shall not, under any circumstances, be liable for any labor charges without its prior written consent.

AEL MILLWRIGHT SERVICES SHALL NOT IN ANY EVENT BE LIABLE whether as a result of breach of contract, warranty, tort (including negligence) or other grounds FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES including but not limited to, loss of profits or revenue, loss of use of the goods or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of Buyer for such damage.

If AEL MILLWRIGHT SERVICES furnished Buyer with advice or other assistance which concern any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject AEL MILLWRIGHT SERVICES to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

CANCELLATION: Buyer may cancel an order by mutual agreement based upon payment to AEL MILLWRIGHT SERVICES of reasonable and proper cancellation charges.

RETURNED GOODS: Goods may not be returned without the prior written consent of AEL MILLWRIGHT SERVICES and payment by Buyer of a minimum restocking charge of 15%. Authorized returns shall be returned at Buyer's sole expense, freight prepaid. There are NO returns of special order items. No returns shall be accepted following 60 days after delivery. No credit will be issued for shipping charges or other special expenses. **SHORTAGES/OVERAGES:** All shortages and/or overages must be identified within 14 days of the date of shipment.

ASSIGNMENT OR DELEGATION: Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior written consent of AEL MILLWRIGHT SERVICES.

APPLICABLE LAW: This Agreement is deemed to be made in the Province of Nova Scotia and shall be governed by and construed in accordance with the laws of such Province.

GENERAL: All orders are subject to acceptance by AEL MILLWRIGHT SERVICES. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated hereto, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions of this agreement shall not be affected thereby.