** Sales Agreement**

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The following terms and conditions will apply to all sales orders or agreements accepted by Nexen Metals, Ltd. (“Seller”), regardless of anything provided in buyer’s terms and conditions of purchase, if any. Seller’s acceptance of Buyer’s order is based on Buyer’s assent to all of Seller’s terms and conditions. No change, modification, extension, renewal, ratification, recession, termination, discharge, abandonment, or waiver relating to the order shall be binding upon the Seller unless signed by the Seller’s authorized representative or corporate authorized officer of Seller.

1. **AGREEMENT**-Both Seller and Buyer agree that all records of sales, transactions and communications under this Sales Agreement, including those required being in writing, shall have legal effect, validity and enforceability if provided in a retrievable and reproducible electronic or tangible medium. The terms of this Sales Agreements shall be governed in all respect by the laws of the State of California. The rights and remedies granted Seller hereunder shall be in addition to all rights and remedies under the state law. The invalidity of any terms of this sales agreement shall not affect the validity of any of the other terms or provisions hereunder, and the remainder of this Sales Agreement will not be affected thereby and will remain valid and enforceable.

2. **QUOTATIONS**. No verbal statements, promises, or understandings shall be binding on Seller or on Buyer, until or unless confirmed in a written quotation, confirmation, or invoice and then the provisions of this Agreement shall constitute the sole and entire agreement.

**3. CONFIDENTIALITY:** All prices proposed by Seller to Buyer are confidential information of Seller, and Buyer shall take all reasonable actions to keep such prices confidential. Disclosure of Seller’s prices to any third party for any reason whatsoever is expressly prohibited.

4. **TAXES:** Seller’s prices do not include any taxes due or payable on account of the transactions between Buyer and Seller, and all such taxes shall be paid by Buyer unless otherwise indicated herein.

5. **PAYMENT:** Payment terms are stated hereunder:

1. All sales will be C.O.D. until credit application is approved or unless different terms are expressly set forth and agreed by Seller.
2. All payment for goods furnished hereunder shall be made on schedule upon the basis of goods shipped/delivered as shown in our shipping/delivery document, whether signed by you or not, and our other shipping/delivery records.
3. Buyer will be notified by us (Seller) showing amounts due. If you do not notify us any discrepancy regarding the amount stated thereon by the due date of each invoice, your actions shall constitute and irrevocable acceptance of the goods and an admission that the amounts stated are due and that the goods fully comply with all terms, conditions, specifications or other requirements of your Purchase Order.
4. If Buyer fails to make any payments due hereunder or under any other agreement with us or if at any time, we have any doubt about your intention or ability to pay, we (Seller) may, without prejudice to other remedies, defer further shipments, cancel unfilled portion of the order, and apply any payment from buyer in such proportion as we deem proper to your various accounts, all until you cure this default.
5. If payment is not made when due, Buyer agrees to pay a service charge on the amount past due at the rate of 1 ½ % rate per month or the annual 18% maximum lawful rate, whichever is less.
6. Buyer who have used credit, debit or charge cards for any deposit or payment hereby authorize Seller to charge that credit card for any outstanding balance that remains unpaid after 10 days from the date payment becomes due. This authorization is continuing until final payment is received by Seller.
7. If Seller has reasons to believe that Buyer may be unable or unwilling to pay for overdue amount, Seller may freeze buyer’s account and terminate all or any portion of the Sales Agreement or withhold delivery until Buyer has tendered cash or other security payments in advance of delivery, and, Seller is not responsible for any buyer’s business losses and other expenses.
8. Buyer shall pay $50.00 to Seller for each and every check (NSF Check) issued by buyer and returned unpaid to Seller.

6**. ARBITRATION OF DISPUTE**: In the event of a lawsuit, any dispute arising out of or relating to this Agreement, tort or the breach hereof, must be brought to and settled by arbitration in Ontario, California, USA. The award resulting from there shall be final and binding on the parties hereto and upon all parties to such arbitration and judgment upon the award rendered by the arbitrations may be entered in any court having jurisdiction over such parities. This Agreement shall be construed and enforced in accordance the laws of the State of California.

7. **ATTERNEY’S FEES:** In the event that Seller must institute a lawsuit against Buyer for any reason hereunder or if Seller successfully defends any lawsuit instituted by Buyer, then Seller shall be entitled to recover its costs and expenses, including reasonable attorney’s fees, from Buyer.

8. **DELIVERY:** Any and all delivery dates given by Seller prior to shipment constitute estimates only. Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability, and Seller will not accept any back charge for losses or damages due to delay or inability to deliver.

Delivery dates or periods are approximated and not binding upon seller. Seller’s failure to perform hereunder as a result of acts of nature, terrorism, labor disputes, governmental actions, war or civil commotion, fire, traffic default by any common carrier, and other cause beyond Seller’s reasonable control shall entitle Seller to extend the time for performance and delivery for a period time which, in Seller’s discretion appears to be reasonable, or, Seller may, at its sole option, cancel the sale, without further liability on the part of seller.

9. **SHIPMENT:** All sales are made F.O.B. Seller’s warehouse unless a special shipping requiring agreement between Seller and Buyer. 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. All items shown as Freight Allowed pertain to particular items and quantities. Any deviation after placement of order, including but not limited to changes in quantity or partial releases, will be subject to a price increase and/or additional freight charges. All labor or mechanical facilities required to unload shall be provided by Buyer without any cost to Seller.

10. **VARIATION:** All products and materials sold by Seller are subject to normal variations in weight, color, size, quantities, etc., as are standard in the trade.

11. **WARRANTY:** Seller warrants that the products or Materials will conform to the requirements of the regular industrial specifications contained herein. Seller makes no other warranty or representation concerning the products or Materials.

12. **INSPECTION**: Buyer must conduct its own inspection to ascertain the quantity and the conformity of the products purchased hereunder. Buyer affirmatively states that Buyer is not relying on any representation, warranty or promise from Seller in connection with this transaction.

13. **CLAIM POLICY:** Please go to our website for the details of Nexen Metals Ltd. Claim Policy

14. **CANCELLATION:** Buyer may not cancel any orders for products/materials or return any products without Seller’s express written consent. If work has not been started on your order, and Seller has approved in cancellation, in writing, you shall not be liable for any charges.

In the event Buyer cancels any orders if the work has been processed, Seller shall be entitled to recover any and all cost to Seller plus handling and overhead charges, all as conclusively and finally determined by Seller as to amount.

15. **INDEMNITY**: Buyer expressly agrees to indemnify, defend Seller against all loss, costs, claims, liabilities and expenses in any way arising out of the goods or services provided hereunder in accordance with Purchaser’s order, including attorney’s fees and court costs arising from any use and application of the materials or products by Buyer or Buyer’s employees, any person or firm in possession of the materials or products containing the materials from or after Buyer.

16. ALL PRODUCTS BEING SOLD HEREUNDER ARE BEING SOLD “AS IS.” ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY TYPE AND KIND IN CONNECTION WITH THIS SALE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED IN ALL RESPECTS AND FOR ALL PURPOSES. SELLER IS NOT THE MANUFACTURER OF THE PRODUCTS BEING SOLD HEREUNDER AND SELLER HAS NOT MADE ANY INDEPENDENT CHEMICAL OR PHYSICAL ANALYSIS OR ANY OTHER TYPE OF TEST ON ANY OF THE PRODUCTS WHATSOEVER. SELLER DOES NOT MAKE ANY REPRESENTATION AND DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY WITH REGARD TO THE CONTENT, ACCURACY, MANNER OR PREPARATION OF ANY GENERAL TRADE INFORMATION, THIRD PARTY CERTIFICATION OR REPORT SUPPLIED WITH THE PRODUCTS.

17. **MISCELLANEOUS:**

1. Seller is not responsible for errors made in any of its publications whether stenographic, clerical, or printer’s error.

2. Seller will accept the electronically transmitted signatures as originals.

3. Seller requires 1-3 days to process credit approvals