

**TOLKO MARKETING AND SALES LTD. (“Tolko”)  
TERMS & CONDITIONS**

**Terms and Conditions.** These terms and conditions (the “Terms and Conditions”) govern Customer’s order between Customer and Tolko. In the event of any conflict or inconsistency between these Terms and Conditions and the terms and conditions on Customer’s purchase order or any other Customer document, these Terms and Conditions shall apply.

**Credit Information.** Customer consents to Tolko obtaining credit information as may be required from time to time in connection with any application for or renewal or extension of credit. Customer further consents to disclosure by Tolko of any credit information concerning Customer to any credit reporting agency or credit association.

**Credit Variance.** Customer acknowledges that Tolko reserves the right to raise or reduce any credit limit or terms without notice as Tolko deems appropriate in its sole discretion. Tolko may revoke Customer’s credit privileges upon written notice.

**Terms of Payment.** Unless otherwise agreed in writing, payment of the purchase price shall be made in accordance with the terms contained on Tolko’s Invoice. All amounts owing after expiration of the due date shall bear interest at a rate of 1.5% per month (18% per annum). Customer understands and agrees that if the Customer’s account becomes past due, Tolko, in its sole discretion, may at any time hold and/or cancel orders and/or refuse to accept further orders and may accelerate all unpaid invoices so that they become due and payable immediately.

**Delivery.** Delivery dates are estimates only and Tolko is not liable for delays or late delivery, whether caused by Force Majeure (as set out below) or otherwise.

**Force Majeure.** Force Majeure means any act of God, war or threat of war, fire, explosion, or other casualties, armed conflict, strike, lockout or other labour disturbance or work stoppage, blockades, start up production delays, equipment failure, market conditions, civil unrest, including government action, act of public authority, or any other cause reasonably beyond Tolko’s control. Upon the occurrence of a Force Majeure event which prevents or delays Tolko from performing any of its obligations, Tolko will be relieved of its obligations for as long as to the extent that its performance is so prevented or delayed and will not be liable to the other party for any loss caused by such prevention of performance or delay. Each party will notify the other party promptly when the occurrence of a Force Majeure event arises and when it ceases, will do whatever is reasonably within its power to perform its obligations and will make reasonable efforts to eliminate or alleviate the effects of the Force Majeure event.

*For the purpose of clarification,* Market Conditions shall include, without limitation, any cost increases, currency exchange conditions, freight cost increases or surcharges and/or RISI, Crow’s Weekly Market Report, Random Lengths or any other reference price affecting the price invoiced to the Customer which alone or in combination result in Tolko Industries Ltd., or any other producer from who Tolko purchases, or as sales agent represents, being unable to produce or make available product(s) to the Customer in accordance with the terms of any Customer Order except at a loss. If Tolko Industries Ltd. or any other producer from whom Tolko purchases product(s) from, or as sales agent represents, considers market or other economic conditions to justify curtailing or shutting down production of product(s) at any of its product(s) manufacturing facilities, then Tolko may, without liability to the Customer, discontinue or curtail the sale and delivery of Tolko’s Customer’s order(s) for the period of that shutdown or curtailment.

**Notices.** Any notice shall be sufficiently given if delivered, emailed or faxed in written form.

**Amendment.** Tolko reserves the right to amend these Terms and Conditions from time to time, in its sole discretion and on written notice to the Customer the amended Terms and Conditions will be binding on the Customer.

**Privacy Policy and Consent.** Customer consents to Tolko’s use, collection and retention of personal information of the Customer for the purposes described in Tolko’s Privacy Policy which is found on Tolko’s website at [www.tolko.com](http://www.tolko.com) and is available for downloading for Customer’s information.

**Governing Law.** The Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of British Columbia, and the laws of Canada applicable therein. The Customer hereby attorns to the jurisdiction of the British Columbia courts in relation to any litigation between Tolko and the Customer.

**Claims.** All claims [excluding applicable warranty claims] shall be governed by the rules and regulations as published by NLGA, ALS, CanPly, APA and Teco, as may be applicable, the recognized grading agencies as per industry standard practice.

**Warranty Claims.** Tolko offers limited warranties on certain of its products. All warranty claims are governed by the terms of the specific product warranty, as and if applicable. Customers must refer to the product warranty and/or to [www.tolko.com/warranty](http://www.tolko.com/warranty) for details.

**Whole Agreement.** These Terms and Conditions govern the agreement between the parties in relation to the sale by Tolko and purchase by Customer of Tolko’s products and supersede all previous communications, representations, understandings, and agreements, whether oral or written, between Tolko and Customer unless expressly reserved herein.

**The undersigned has read and understood these terms and conditions, has the authority to bind the Customer and agrees that the Customer is bound by these Terms and Conditions.**

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**Date**

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**Authorized Signature**

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**Name of Customer**