

AGREEMENT FOR THE MANUFACTURE & SALE OF CENTER ICE HOME ARENAS RINK SYSTEM

This contract for The Manufacture and Sales of Goods (“The Contract”) is made on [Date],

BETWEEN: **Center Ice Home Arenas** (the “Seller”), a company organized and existing under the laws of the Province of Ontario with its head office located at:

5250 Satellite Drive, Unit 30

Mississauga, ON L4W 5G5

AND: **[BUYER NAME]** (the “Buyer”), an individual residing at:

[Buyer’s full address]

1. DESCRIPTION OF MANUFACTURE AND SALE

1.1 Seller agrees to manufacture and sell the following goods:

1.2 Seller agree to sell the following goods:

2. PRICE AND PAYMENT

Buyer agrees to pay the sum of [BASE PRICE] plus applicable GST and PST charges.

Item	Description	Base Price

Buyer agrees to pay for the goods and services as follows:

- 60% deposit within 1 day after execution of this agreement
- 40% upon completion of the rink installation.

If seller should regard its’ prospect of receiving the last payment insecure, it may demand payment prior to delivery.

3. DELIVERY SCHEDULE

Seller shall commence to manufacture within 2 weeks following receipt of Buyer's initial deposit. Subject to the provisions of Section Five, Seller will complete such manufacturing and/or receive shipment of goods no later than 8 weeks from commencement of manufacturing. Seller shall within 1 week of completion, cause the goods to be appropriately packaged and shipped to [ADDRESS], [CITY], [PROVINCE], or to such other destination specified by the Buyer. Seller shall pay all expenses of packaging and preparations for shipment and buyer shall pay all cost of insurance on both Seller's and Buyer's respective interests.

4. EXCUSE FOR NON PERFORMANCE

Seller's obligations under this agreement are accepted subject to strikes, labour troubles, (including strikes or labour troubles affecting any suppliers of Seller), floods, fires, acts of God, accidents, delays shortage of cars, contingencies of transportation and other causes of like or different character beyond the control of Seller. Impossibility of performance by reason of any legislative, executive or judicial act of any government authority shall excuse performance of or delay in performance of this agreement.

5. WARRANTIES AND LIMITATIONS

5.1 Seller warrants that the goods shall be delivered free of the rightful chain of any third person by way of patent infringement.

5.2 LIMITED WARRANTY

The Seller warrants that (a) its' dasher boards will perform substantially for a period of 5 years from the date of receipt and (b) that the materials with which the dasher boards are manufactured will be free from defects in materials and workmanship under normal use and service for a period of 5 years from the date of receipt. In the event that applicable law imposes any implied warranties, the implied warranty period is limited to 5 years from the date of receipt. Some jurisdictions do not allow such limitation on duration of an implied warranty, so the above limitation may not apply to the Buyer.

Warranties for the chiller and refrigeration system fall under the manufacturers' warranty in accordance with the accompanying written materials.

5.3 BUYER REMEDIES

The Seller and its suppliers' entire liability and Buyer's exclusive remedy shall be, at the Seller's option, either (a) return of the price paid for the product or (b) repair or replacement of the product that does not meet this limited warranty and which is returned to the Seller with a copy of the Buyer's receipt. The limited warranty is void if failure of the product has resulted from accident, abuse, or misapplication. Any replacement products shall be warranted for the remainder of the original warranty period or 5 years, whichever is longer.

5.4 NO OTHER WARRANTIES

TO THE MAXIMUM PERMITTED BY APPLICABLE LAW, THE SELLER AND ITS' SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE PRODUCT AND ANY RELATED WRITTEN MATERIALS. THIS LIMITED WARRANTY GIVES THE BUYERS SPECIFIC LEGAL RIGHTS. BUYER MAY HAVE OTHER RIGHTS DEPENDING ON THE JURISDICTION.

6. NO LIABILITY FOR DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SELLER OR ITS' SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE SELLER AND ITS' SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE BUYER FOR THE PRODUCT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE BUYER.

7. GOVERNING LAW

This agreement shall be construed and interpreted in accordance with the laws of the province of Ontario. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the province of Ontario with respect to any matters arising out of this Agreement. Each party irrevocably submits to the non-exclusive jurisdiction of any court sitting in the province of Ontario over any suit, action, or proceeding arising out of or relating to this agreement.

The parties have executed this agreement at [DESIGNATE PLACE OF EXECUTION] the day and year first above written

SELLER

BUYER

Authorized Signature

Authorized Signature

Print Name & Title

Print Name & Title