



**City of North Port**  
**FINANCE DEPARTMENT/PURCHASING DIVISION**  
4970 CITY HALL BLVD  
NORTH PORT, FLORIDA 34286  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov)



**NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT**

**Sole/Single Source No: SS NO. 25-59**

**Date Posted: June 27, 2025**

**Written Response Due Date: July 4, 2025**

**This is not a formal solicitation and there are no submissions required.** The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT: Replacement parts for Water Drop Slides**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$20,970.03**
- **VENDOR: Whitewater West Industries**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the City website at [www.northportfl.gov](http://www.northportfl.gov). This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/filesshare>. If you have any questions, concerns, or problems accessing this request using the link, please contact Michael White, Contract Administrator I, at 941.429.7174. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). No verbal requests will be honored.



# Procurement Request

## City of North Port

### Request

**Request Type \***

Sole/Single Source/Standardization

**Capital? (?)** No  Yes**PRR-EX (?)** Yes**FY \***

2025

**Type code \*****Preparer**

LeAnn Turner

**Department \***

PARKS &amp; RECREATION

**Division(s)**

AQUATICS CENTER

**Commission Meeting? \*** Yes  No**Commission Override (?)** Yes  No

### Purchase

**Payment Method \*** Visa Purchase  Purchase Order**Purchase Type \*** Single Purchase (current FY)  
 Blanket Purchase (current FY)**Purchase SubType \*** None  Change Order  
 Amendment**Description \***

The drop slide is in need of repairs to function properly, The vendor was contacted and the quote is for parts needed for replacement.

*Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. **All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) calendar days.***

**Exemption Explanation (?) \***

The slides were manufactured, purchased and installed through Whitewater and these are direct replacement parts that are only available through them. The NPAC staff will do the replacements.

**Steps taken to verify these goods and/or services are not available elsewhere (?) \***

The slides were manufactured, purchased and installed through Whitewater and these are direct replacement parts that are only available through them. The NPAC staff will do the replacements.

**Other vendors that were contacted (?) \***

n/a

**Grant? \*** Yes  No**Technology Related? (?) \*** Yes  Renewal  No

### Exemption

**Reason \***

Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

 Patent, copyright or unique design restrictions. (Sole Source) Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source) Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source) Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source) When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)

Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)

Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)

The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)

Other: None or some of the above apply. Provide detailed justification below.

**Explanation \***

**Supporting backup \***

Click the Preview icon or right click link and select open in new tab or window to avoid downloading.

Quotation - QTeb-010081-2.pdf

236.06KB

**DemandStar**

For Purchasing Division

**Date Posted**

Sole/Single Source Number

Effective Date

Expiration Date

PostedPlusSeven

Hidden

**Purchase Details**

**Line Items**

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	replacement/repair parts for the drop slide	\$\$	20,295.03	\$1.00	\$20,295.03

Shipping (?) \*

\$675.00

Total Charges

\$20,970.03

**Accounts (?)**

	Dept *	Account # (?) *	Project #	Amount *
1		001-3037-572.46-04		\$20,970.03

Total Payments

\$20,970.03

**Comments to Budget (?)**

This is an online purchase for repair parts for the slide installed by Whitewater.

**Backup Attachments**



Click the Preview icon or right click link and select Open link in new tab or window to avoid downloading.

**Additional Backup**

Related NavLine Req, price sheet, quote, drawings, specifications, risk waiver, etc.

Quotation - QTeb-010081-2.pdf

236.06KB

537512-KIT.SLDDRW.X1.PDF

177.35KB

Vendor Details

Vendor Information (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in NavLine.

Vendor Name \*

WHITEWATER WEST INDUSTRIES

Vendor Number \*

7944

Vendor Name CST

Contact

Vendor Email

[jeremy.king@whitewaterwest.com](mailto:jeremy.king@whitewaterwest.com)

Remittance Address

180 6651 FRASERWOOD PL, RICHMOND, CN

Phone

604-273-1068

Vendor Documentation Current (?) \*

Yes  No

Risk Documentation Current (?) \*

Yes  No  Waiver Attached

YTD Expenses (?)

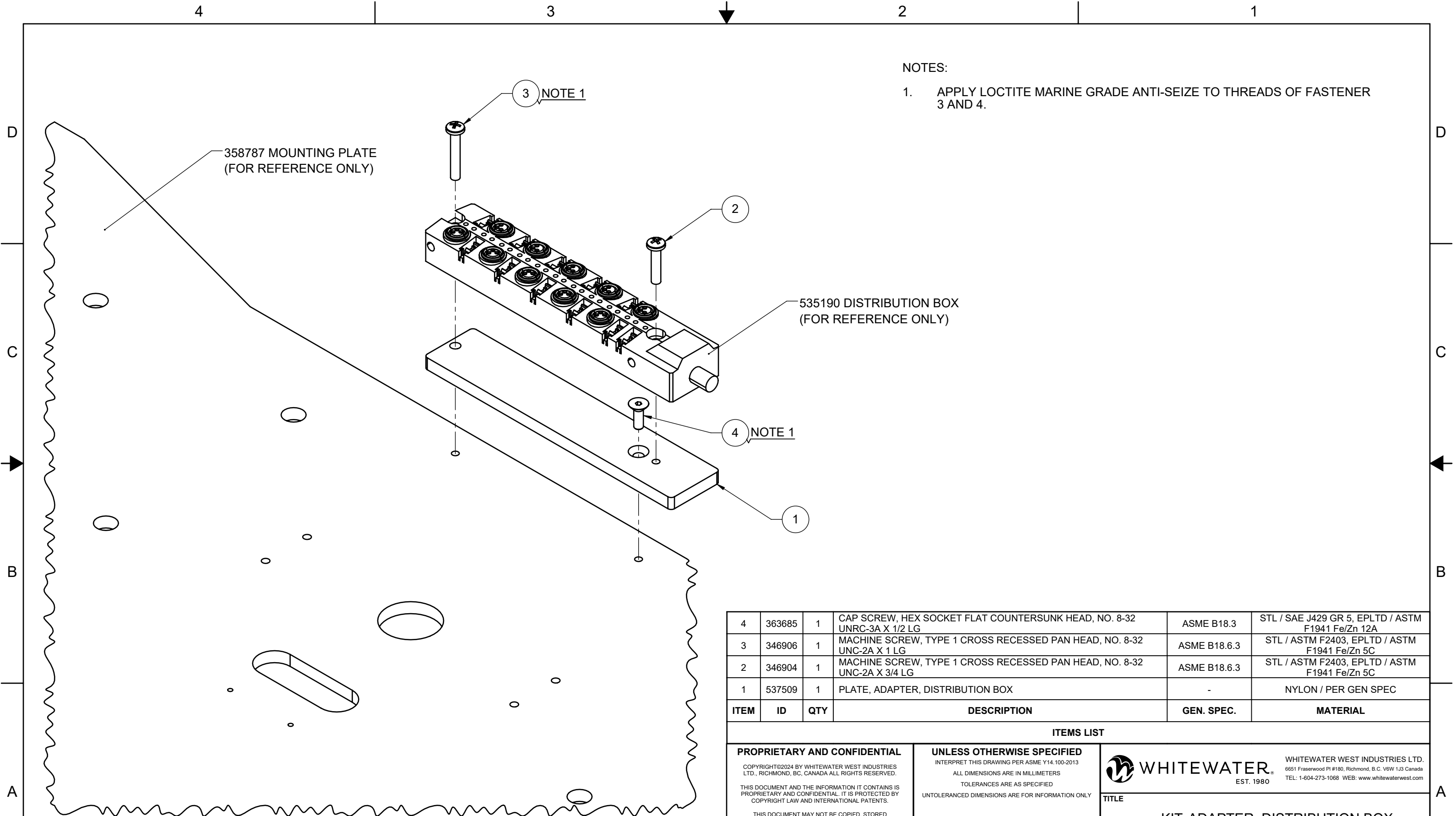
Department Inclusive (?) \*

\$25,097.03

City Inclusive (?) \*

Highest Approver (?) \*

FD and CM will be skipped on the back end, as needed.



NOTES:

1. APPLY LOCTITE MARINE GRADE ANTI-SEIZE TO THREADS OF FASTENER 3 AND 4.

4	363685	1	CAP SCREW, HEX SOCKET FLAT COUNTERSUNK HEAD, NO. 8-32 UNRC-3A X 1/2 LG	ASME B18.3	STL / SAE J429 GR 5, EPLTD / ASTM F1941 Fe/Zn 12A
3	346906	1	MACHINE SCREW, TYPE 1 CROSS RECESSED PAN HEAD, NO. 8-32 UNC-2A X 1 LG	ASME B18.6.3	STL / ASTM F2403, EPLTD / ASTM F1941 Fe/Zn 5C
2	346904	1	MACHINE SCREW, TYPE 1 CROSS RECESSED PAN HEAD, NO. 8-32 UNC-2A X 3/4 LG	ASME B18.6.3	STL / ASTM F2403, EPLTD / ASTM F1941 Fe/Zn 5C
1	537509	1	PLATE, ADAPTER, DISTRIBUTION BOX	-	NYLON / PER GEN SPEC
ITEM	ID	QTY	DESCRIPTION	GEN. SPEC.	MATERIAL

ITEMS LIST

**PROPRIETARY AND CONFIDENTIAL**  
 COPYRIGHT © 2024 BY WHITEWATER WEST INDUSTRIES LTD., RICHMOND, BC, CANADA ALL RIGHTS RESERVED.  
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 THIS DOCUMENT MAY NOT BE COPIED, STORED, TRANSMITTED OR OTHERWISE USED, IN WHOLE OR IN PART, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF WHITEWATER WEST INDUSTRIES LTD.

**UNLESS OTHERWISE SPECIFIED**  
 INTERPRET THIS DRAWING PER ASME Y14.100-2013  
 ALL DIMENSIONS ARE IN MILLIMETERS  
 TOLERANCES ARE AS SPECIFIED  
 UNTOLERANCED DIMENSIONS ARE FOR INFORMATION ONLY

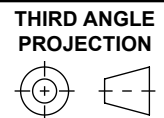
**WHITEWATER** EST. 1980  
 WHITEWATER WEST INDUSTRIES LTD.  
 6651 Fraserwood Pl #180, Richmond, B.C. V6W 1J3 Canada  
 TEL: 1-604-273-1068 WEB: www.whitewaterwest.com

DO NOT SCALE DRAWING

DESIGNED BY	NC	DATE	2024-12-05
DRAWN BY	NC	DATE	2024-12-05
CHECKED BY	-	DATE	-
APPROVED BY	-	DATE	-

TITLE  
**KIT, ADAPTER, DISTRIBUTION BOX**

**PDM MAINTAINED DATA**  
 CHANGES SHALL BE INCORPORATED ELECTRONICALLY BY THE DESIGN AUTHORITY



SIZE	DRAWING NO	REVISION
<b>B</b>	<b>537512-KIT</b>	<b>X1</b>
SCALE	DWG CATEGORY	SHEET
1:1	ANCILLARY	1 OF 1

X1	-	-	NC	2024-12-09	NC
REV.	DESCRIPTION	EC-ID	MOD BY	APVD DATE	APVD BY

WhiteWater West Industries Ltd  
 180 - 6651 Fraserwood Place  
 Richmond, BC V6W 1J3  
 CAN



Telephone +1 604 273 1068  
 Fax +1 604 273 4518  
 Tax registration number 105673271RT0001

Ship to:  
 North Port Aquatics Center  
 6205 West Price BLVD  
 North Port, FL 34291  
 USA

## Quotation - QTEB-010081-2

Page 1 of 7  
 Date 2025-05-05  
 Requisition Devon Poulos  
 Customer reference ORG. Project 37372  
 Sales Rep Rob Herman  
 Quotation Date 2025-05-29  
 Payment terms 30 Days

Item number	Description	Ship date	Quantity	Unit	Sales price	Amount
358783	ASSY, DROP CYLINDER, TRAPDOOR	2025-05-08	1.00	ea	1,473.3565	1,473.36
360986	PIN, CLEVIS, 3/8 X 1.25 LG SST / ASTM A564 UNS S17400 H1150	2025-05-08	2.00	ea	21.7202	43.44
360103	ELL, PUSH-IN, 90 DEG, CRC RATING 4, TUBE X THD, 8 MM TUBE X G 1/8-8	2025-05-08	8.00	ea	36.2004	289.60
360104	ACTUATOR, SEMI ROTARY, CRC RATING 3, ENCODER, IP65, MAX 274 DEG, STEP 5 DEG	2025-05-08	1.00	ea	8,425.6400	8,425.64
334830	CLEVIS, DROP CYLINDER	2025-05-08	1.00	ea	34.0284	34.03
334835	CYLINDER, COMPACT PISTON, DIA 50 MM, 1-25 MM STROKE, 1-10 BAR, G 1/8	2025-05-08	1.00	ea	452.5051	452.51
342444	BOLT, SECURITY WIRE, DROP CYLINDER	2025-05-08	1.00	ea	23.1683	23.17
337626	ROD EYE, BALL JOINT, RH, MALE, 3/8-24, 22 DEG SWVL SST	2025-05-08	1.00	ea	86.8810	86.88
359454	PIN, CLEVIS, 1/4 X 2.25 LG SST / ASTM A564 UNS S17400 H1150 ASME B18.8.1	2025-05-08	2.00	ea	19.9102	39.82
359460	PIN, CLEVIS, 1/4 X 1.25 LG SST / ASTM A564 UNS S17400 H1150 ASME B1.8.8.1	2025-05-08	2.00	ea	8.6881	17.38
376553	ASSY, PILLOW BLOCK	2025-05-08	2.00	ea	162.9018	325.80
360430	ASSY, AIR PREPARATION UNIT	2025-05-08	1.00	ea	1,339.4150	1,339.42

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 Requisition Devon Poulos  
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 Quotation Date 2025-05-29  
 Payment terms 30 Days

Item number	Description	Ship date	Quantity	Unit	Sales price	Amount
360428	ASSY, PRESSURE REGULATOR	2025-05-08	1.00	ea	579.2065	579.21
535190	ASSY, DISTRIBUTION BOX, 10 PORT, 19-PIN CONNECTOR	2025-05-08	1.00	ea	1,194.6134	1,194.61
537512	KIT, ADAPTER, DISTRIBUTION BOX	2025-05-08	1.00	ea	260.6429	260.64
360101	ELL, PUSH IN, 90 DEG, CRC RATING 4, TUBE X TUBE, 8 MM TUBE X 8 MM TUBE	2025-05-08	2.00	ea	72.4008	144.80
463617	FITTING, PUSH IN, STR, THD X TUBE, G 1/8 X 8 MM, INTERNAL HEX	2025-05-08	10.00	ea	10.8601	108.60
334838	FITTING, ROTARY, PUSH IN, STR, THD X TUBE, G 1/8 X 8 MM	2025-05-08	10.00	ea	119.4613	1,194.61
363049	PIN, CLEVIS, GROOVED, 1/2 X 2 LG SST / PER GEN SPEC	2025-05-08	2.00	ea	27.5123	55.02
359451	PIN, PIVOT, ROLLER BAR, 3/8 X 3 3/8 LG	2025-05-08	2.00	ea	47.0605	94.12
360419	SILENCER, SOLENOID VALVE, G 1/8	2025-05-08	10.00	ea	47.0605	470.61
466712	SOLENOID VALVE WITH 3-PIN M8 ELECTRICAL ADAPTERS, PRESSURIZED AIR, 5/3 EXHAUSTED, G 1/8 PORTS	2025-05-08	6.00	ea	398.2045	2,389.23
346089	SWITCH, PRESSURE, IP65, 4 PIN, M12-1 X G 1/8 THD	2025-05-08	2.00	ea	488.7055	977.41
360100	TEE, PUSH IN, CRC RATING 4, STR, 8 MM TUBE	2025-05-08	2.00	ea	101.3611	202.72

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## Quotation - QTEB-010081-2

Page 3 of 7  
Date 2025-05-05  
Requisition Devon Poulos  
Customer reference ORG. Project 37372  
Sales Rep Rob Herman  
Quotation Date 2025-05-29  
Payment terms 30 Days

Item number	Description	Ship date	Quantity	Unit	Sales price	Amount
346086	VALVE, ONE-WAY, FLOW CONTROL, 390 L/MIN, 8 MM PUSH-IN, QS-8	2025-05-08	1.00	ea	72.4008	72.40

<b>Subtotal amount</b>						<b>20,295.03 USD</b>
				Shipping and handling		675.00
<b>Total</b>						<b>20,970.03 USD</b>

**TERMS AND CONDITIONS**

1. **ENTIRE AGREEMENT.** This Quotation ("Quotation"), including all of the terms and provisions set forth on both sides hereof, constitutes the entire agreement between Buyer, as identified on the front side hereof, and Whitewater West ind. LTD. ("Company"). No change, modification, amendment or other agreement with regard to this Quotation shall be binding upon Company unless made in writing and signed by an authorized officer of Company. The terms and provisions of this Quotation shall govern and control the terms of any purchase order or confirmation form from Buyer. Any additional or different terms in Buyer's purchase order or confirmation will not be binding on Company. Buyer acknowledges that Company has not authorized any of its sales agents or representatives to make any representations, warranties or agreements on behalf of, or to bind Company in any way. This Quotation is subject to acceptance within thirty (30) days and is subject to withdrawal at any time before acceptance by Buyer, without notice.
2. **PRICES.** The prices and charges for the goods and other items quoted in this Quotation are subject to increases and shall be increased to and invoiced at the prices and charges in effect at the time of shipment, notwithstanding the price quoted on the front side of this Quotation. The prices for the goods specified herein do not include any federal, provincial, state, and/or local taxes, whether presently existing or subsequently imposed in the future, regardless of how described, including, but not limited to, Value Added Tax ("VAT"), Harmonized Sales Tax ("HST"), supply, sales, use, excise, consumption, processing, manufacturing, receipt, income, property, occupational, delivery, storage, transportation and related taxes ("Taxes"). Buyer shall pay all Taxes promptly when due. All prices are FCA – Free Carrier (Seller's Plant) (Incoterms 2020). Buyer shall pay all costs and charges for or relating to delivery, shipment, freight, transportation, handling, storage, insurance, and related items with regard thereto.
3. **PAYMENT.** Buyer shall pay this Quotation in full, without any offset, deduction, or delay within the terms indicated on the front of this Quotation. Delinquent payments shall accrue interest at the rate of Twelve (1.5%) percent per month. In the event of a dispute hereunder, threatened or actual, between the Company and Buyer, Buyer shall pay to Company all costs incurred by Company in enforcing the terms and provisions hereof, including, but not limited to, travel expenses, court costs, litigation costs and reasonable legal fees. All installments may be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due shall excuse and release Company from making further deliveries to Buyer under any other agreement with Buyer and Company may bring a separate action to recover the Agreement price of each such shipment, delivery or installment.
4. **DELIVERY.** Delivery of the goods shall be to the carrier for Buyer at the location of Company as per FCA – Free Carrier (Seller's Plant) (Incoterms 2020).

**FCA**  
Free Carrier  
(Insert named place of delivery)  
Incoterms® 2020



If delivery is delayed by Buyer or by reason of any contingency referred to herein, the storage of the goods for the account of Buyer shall constitute delivery and acceptance of the goods by Buyer. All deadlines and delivery dates are approximating and estimates. Shipment of the goods is specifically conditioned upon (a) prompt receipt of all necessary information and approvals from Buyer, (b)



availability of the goods, labor, transportation, and capital, and (c) the payment to Company by Buyer of all monies otherwise due. Company may deliver or ship the goods in installments.

5. **IMPOSSIBILITY/IMPRACTICABILITY.** When a party is excused of his or her responsibilities because performance has been made excessively burdensome— impracticable—by a supervening event (force majeure) that was not caused by the party seeking to be excused and that is inconsistent with the basic assumption of the parties at the time the Agreement was made, all deadlines and dates shall be adjusted and extended, and Company shall not be liable whatsoever for any delays in delivery or any failure to deliver the goods. Company shall have such additional time to ship and/or deliver the goods as may be reasonable or appropriate under all circumstances.
6. **UNSHIPPED ITEMS FROM ATTACHMENT.** For any unshipped balance of items, resulting from Buyer's refusal or inability to take delivery of the goods remaining in the Company's possession thirty (30) days after the completion date, the Buyer shall pay the Company storage charges of one percent (1%) of the invoice value, per month, to be billed and paid monthly. If the delivery of any items has not been completed within six (6) months from such completion date, the Buyer authorizes the Company to dispose of such items for the Buyer's account.
7. **SUBSTITUTION.** The Company makes no specific warranty in or pertaining to the subcomponents comprised in the items sold pursuant to this Quotation. The Company reserves the right, from time to time, and at any time, to substitute components and sub-components comprising the items delivered pursuant to this Quotation provided that such substitution shall in no way affect the operating performance, specifications or characteristics of the items purchased and sold pursuant to this Quotation.
8. **INSPECTION.** Buyer shall physically inspect and examine the goods at time of receipt. In the event Buyer is of the opinion that the goods do not comply with the terms of this Quotation, Buyer shall immediately notify Company in writing of any such alleged non-compliance. If Company has not received actual written notice of the failure of the shipment to meet the specifications within ten (10) days after receipt of a shipment, then the shipment and the goods shall be conclusively presumed to fully satisfy the terms and specifications therefor, and full payment shall be due in accordance with the terms of this Quotation.
9. **WARRANTY** Parts manufactured by Company comes with a warranty period of six months from the date of purchase.

**EXCLUSIONS:**

- a. Neither consumables nor electronics parts are covered by warranty and are provided as is.
- b. The warranty does not extend to any parts affixed to or assembled with the parts sold and subject to the warranty above.
- c. Company West shall not be liable to any damage to parts that have not been sold by Company even when such parts have been affixed to or assembled with the parts sold herein.
- d. Improper repair, install or servicing carried out by a party other than Company West Industries Ltd shall immediately void the warranty.

**RETURN POLICY:**

Almost all the parts sold by us are returnable within 30 days from the day of receipt provided they have not been installed or damaged by you. The return shipping charges will be reimbursed by us



only if the product is found to be defective at the time of shipment or there is some shipping error on our part. The maximum reimbursement for return shipping will be equal to the shipping charged by us for the delivery of the order. In all other cases the return shipping charges will be borne by the customer. A 15% restocking fee is charged on the returns which are not the result of our mistake. The refunds are normally made within 10 business days of receiving the returned order.

WHITEWATER EXCLUDES AND IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESSED WARRANTY AS IT RELATES TO OUR PRODUCTS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY IS NOT LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES ASSOCIATED WITH ANY BREACH OF ANY EXPRESS, WRITTEN, ORAL, OR IMPLIED WARRANTY ON THE PRODUCTS. COMPANY'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY IS AS SET FORTH IN THIS WARRANTY. ANY ALTERCATION OF THE APPLIED PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM COMPANY WILL VOID THIS WARRANTY.

10. **LIABILITY OF THE PARTIES.** In no event shall one party be liable to the other or any other entity for loss of use, loss of profits or for any consequential, incidental, indirect, extra-contractual or special damages of any type which might be suffered by the other party, regardless whether the party has been advised of their applicability. The total liability of Company to Buyer or any other entity under or in connection with this Sale Agreement is limited to proven claims and shall not exceed the Agreement value. The parties acknowledge that such amount is reasonable and commensurate in relation with the benefit expected to be received by Company for the service provided under the Agreement. Such limitation shall not apply in the case of deliberate fraud or reckless misconduct by the defaulting party.
11. **WITHDRAWAL OF CREDIT.** Company may change, modify, amend, suspend, discontinue, terminate and/or otherwise revoke any credit extended to Buyer (a) if Buyer fails to pay any monies due to the Company or (b) if in the judgement of Company there has been a materially adverse change in Buyer's financial condition and thereupon Company may demand payment or other assurance as Company may in its sole and absolute discretion require, before shipment of any further goods. Buyer represents and warrants to Company, and Company is relying on the fact that, Buyer is solvent, creditworthy, and has the financial ability to pay for the goods in accordance with the terms thereof.
12. **RETAIN SECURITY INTEREST.** Company shall retain a perfected, purchase money first security interest and a security agreement in all goods and in all proceeds from the sale of the goods until payment of the purchase price and all other amounts owing pursuant to this Quotation, have been paid in full. Buyer shall hold and retain any such sale proceeds in trust for and for the benefit of Company until all money due to the Company is paid in full. Buyer shall execute and deliver any Uniform Commercial Code and/or Personal Property Security Act Financing Statements, or other instruments, whether under the laws of Ontario or any State and perform all acts which may be desirable for the perfection and continuation of Company's security interest hereunder. If Buyer(a) defaults under any agreement with Company, including this Quotation, or (b) becomes insolvent, is declared bankrupt, makes an assignment for the benefit of creditors, or is liquidated or dissolved, then Company may exercise all rights, and pursue all remedies available under law, concurrently, including the right to purchase goods at any public or private sale and take immediate physical possession of the goods. Buyer shall pay all expenses incurred by Company in retaking, holding, preparing for sale, or selling the goods, including reasonable legal fees.

13. **REPOSSESSION.** If Buyer (a) defaults under any agreement with Company, including this Quotation, or (b) becomes insolvent, is declared bankrupt, makes an assignment for the benefit of creditors or is liquidated or dissolved, or misrepresents its financial condition prior to the delivery of the goods, then Company may immediately render unusable, reclaim, repossess, and take actual physical possession of all or any part of the goods which have been transferred from Company to Buyer. Buyer shall grant unrestricted access to the goods to permit Company to physically render them unusable, reclaim, repossess, and retake the goods. Buyer understands and acknowledges that Company may not have an adequate remedy at law for the breach or threatened breach of this Quotation and the Company may in addition to any other remedies which may be available hereunder, file a suit in equity to specifically enforce the terms and provisions hereof by obtaining the issuance of an ex-parte restraining order to enjoin and prohibit Buyer from transferring and/or altering, destroying or impairing the goods. Additionally, the Company may obtain whatever other and additional equitable relief as is appropriate to compel Buyer to permit Company to physically reclaim, repossess and retake the goods.
14. **CORRECTION.** Company may on written notice to Buyer unilaterally correct any arithmetic, typographical, clerical, or related errors contained herein, and the corrected copy hereof shall be binding upon the Buyer as if it was the original hereof and even if not signed by Buyer.
15. **WAIVER.** The waiver by Company of any of the terms and conditions contained herein shall not constitute or be deemed a future waiver of the same or other terms or conditions of this Quotation, nor shall such waiver with respect to this or any other Quotation be deemed as a binding course of performance or conduct which is inconsistent with the terms of this Quotation.
16. **CONFORMITY.** If any term or provision of this Quotation is held invalid by a court of competent jurisdiction, then such term or provision shall be enforceable to such extent as the court may determine to be lawful, and Company and Buyer hereby attorn to the court for the purpose of the making of such determination by the court. Furthermore, such invalidity shall not affect the other terms and provisions of this Quotation, which shall be given full effect as though the invalid term or provision were not, in the first instance, included herein.
17. **TERMINATION.** Company may delay or discontinue shipment of the goods and/ or terminate this agreement without any liability or obligation whatsoever to Buyer if (a) Buyer defaults under any agreement with Company, (b) the business and/or operation of Company are disrupted or adversely affected due to causes beyond the control of Company, (c) goods, labor, transportation and/or capital are not readily available, and/or (d) Buyer is or becomes bankrupt, insolvent, makes an assignment for the benefit of its creditors, fails to pay its debts as due, and/or otherwise suspends its business operations. Buyer may not terminate this agreement. In the event Buyer terminates this Agreement, Buyer shall indemnify Company from any and all direct and indirect losses, costs and expenses associated therewith including storage cost.
18. **RETENTION OF TITLE.** Company retains title to all tools, fixtures or other media incidental to Company's performance of this Quotation or developed by the Company in connection herewith.
19. **APPLICABLE LAW.** This Quotation shall be governed by and construed according to the laws of the Province of British Columbia, without reference to its conflict of laws.
20. **ACKNOWLEDGEMENT.** BUYER HEREBY ACKNOWLEDGES READING, UNDERSTANDING AND AGREEING TO ALL OF THE TERMS AND CONDITIONS, ON BOTH SIDES OF THIS QUOTATION.