



# FREW ENERGY

## CONDITIONAL SALE CONTRACT

This Conditional Sale Contract (the "Contract") is made between Frew Energy Limited having an office at 3993 Keele Street, Toronto, Ontario, M3J 2X6, 416-461-0991 or 1-800-387-6231 (hereinafter referred to as "Seller")

- and -

\_\_\_\_\_  
(Full name, including middle initial of property owner)

\_\_\_\_\_  
(Address) (hereinafter referred to as "Buyer")

\_\_\_\_\_  
(Installation Address) (if different from above)

**Agreement to Purchase.** Seller agrees to supply and sell to Buyer and Buyer agrees to purchase from Seller for the purchase price and otherwise upon the terms and conditions herein provided the following equipment ("Equipment"):

**Description of Equipment:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

	Equipment Cash Price:	_____	\$ _____
Add:	Applicable Sales Tax:	_____	\$ _____
	Total Purchase Price:	_____	\$ _____
Less:	Down Payment:	_____	\$ _____
	Unpaid Balance:	_____	\$ _____

The purchase price includes all applicable taxes and the cost of delivery and installation of the Equipment.

- Payment Terms:** Customer agrees to pay unpaid balance 30 days from date of installation unless otherwise noted. If Buyer does not pay when due, Buyer will be charged interest on the unpaid balance in accordance with the terms and conditions of Buyer's customer account with Seller.
- Installation.** The Equipment shall be installed at \_\_\_\_\_ (the "Premises"). Buyer represents and warrants that he/she/it is the registered owner of the Premises. If Buyer is not the owner of the Premises, Seller shall not be required to perform its obligations under this Contract. Seller will be responsible for obtaining any electrical or other permits required in connection with installation of the Equipment.
- Buyer's Right to Cancel.** The Buyer may cancel the Contract within 10 days of entering into the Contract by sending to the Seller written notice of such intention. See the reverse side hereof for details.
- Credit Information.** Buyer consents to Seller collecting and utilizing such information as Seller may require at any time in connection with credit granted hereunder or any renewal or extension thereof to determine the creditworthiness of the Buyer. Buyer further consents to the disclosure by Seller of information concerning Buyer to any credit reporting agency to determine the creditworthiness of the Buyer. Buyer agrees that if Seller is not satisfied with the result of any credit check, Seller may cancel this Contract and return the deposit, if any.
- General Terms and Conditions.** The "General Terms and Conditions" on the reverse side hereof are specifically made part of this Contract. Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FREW Petroleum Corporation**

\_\_\_\_\_  
Buyer's Signature

By: \_\_\_\_\_  
Authorized Representative  
\_\_\_\_\_  
(print name of representative)  
\_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. **Buyer's Right to Cancel.** Buyer may cancel this Contract from the day Buyer enters the Contract until 10 days after Buyer receives a copy of this Contract. Buyer does not need a reason to cancel. If Buyer does not receive the goods or services within 30 days of the date stated in the Contract, Buyer may cancel this Contract within one year of the Contract date. Buyer loses that right if Buyer accepts delivery after the 30 days. There are other grounds for extended cancellation. For more information, Buyer may contact the provincial/territorial consumer affairs office. If Buyer cancels this Contract, Seller has 15 days to refund Buyer's money and any trade in, or the cash value of the trade-in. Buyer must return the goods. To cancel, Buyer must give notice of cancellation to Seller at the address in this Contract. Buyer must give notice of cancellation by a method that will allow Buyer to prove that notice was given, including registered mail, fax or personal delivery.
2. Title to Equipment covered by this Contract remains solely with the Seller until the entire purchase price has been fully paid and the manner of installation and/or attachment of any Equipment to any portion of the building structure in which the installation is made shall not in any manner jeopardize Seller's title.
3. Buyer agrees that no transfer, renewal, extension or assignment of this Contract or any interest hereunder or injury to or loss or destruction of said Equipment shall release Buyer from obligations hereunder. Buyer assumes the entire risk of loss or damage to the Equipment from any cause whatsoever. Buyer shall provide adequate insurance coverage for the Equipment while installed in the Premises. Buyer acknowledges that the Equipment is in a good state of repair and fit for the use required.
4. Seller shall have the right to enforce one or more remedies hereunder successively or concurrently and such action shall not operate to stop or prevent Seller from pursuing any further or other remedy which Seller may have according to law. Any repossession of all or any part of the Equipment or any sale thereof pursuant to the terms hereof shall not operate to release or discharge Buyer until such payment shall have been made as herein agreed. The acceptance by Seller of any payment after any default by Buyer hereunder shall not operate to extend the time of payment of any amount then remaining unpaid hereunder or constitute a waiver of any of the other rights of Seller hereunder.
5. It is agreed that the Equipment is and at all times shall remain personal or moveable property, regardless of when, how or whether it has or may become attached or affixed to realty. Buyer expressly states that the Equipment is not and shall not be a fixture thereby becoming part of the realty.
6. Buyer shall be responsible for the provision of all essential materials (as specified by Seller) necessary for the operation of the Equipment. Buyer will be responsible for providing adequate electrical power and panel and for chimney lining, unless otherwise stated in this Contract. If compliance with any building ordinance, rule, regulation or permit requires changes or additions to be made in the Premises prior to or after installation of the Equipment, such changes or additions shall be made by Buyer at Buyer's expense. If the Equipment is not installed properly, Seller will remedy the problem without charge to Buyer during the period of 90 days from the date of installation.
7. Seller shall request permission from Buyer, and such permission shall not be unreasonably withheld, to enter the Premises during normal business hours to inspect or repair the Equipment. Seller shall not be obligated to remove any or all of the Equipment upon termination of this Contract.
8. Except for warranties given by the manufacturer of any of the Equipment, which warranties shall be assigned to Buyer by Seller so long as such assignment is permitted by the manufacturer, and except as expressly set out in this Contract, there are no warranties, conditions, commitments or promises given by Seller in connection with the Equipment. Any implied rights, warranties or conditions which Buyer may have under the Sale of Goods Act (Ontario) or similar legislation in other provinces are expressly excluded unless such exclusion is void under applicable consumer protection legislation.
9. Seller shall not be liable for any injuries (including death) or damages occasioned to or suffered by any person or property from any cause whatsoever. Although Seller shall take reasonable precautions to ensure that Equipment will not be installed on an existing warm air furnace that is not in satisfactory condition, Seller shall not be responsible or liable for fumes, smoke damage or other conditions that may arise or result from a defective furnace, an unclean duct system, a defect in the Premises or any matter or thing not directly attributable to the Equipment. Buyer shall indemnify Seller against any and all claims and liability for injury or death of persons or damage to property caused by or happening in connection with the Equipment or the condition, maintenance, possession, operation or use thereof.
10. Buyer shall not transfer, deliver up possession of or sublet the Equipment and this Contract shall not be assignable by Buyer without the written permission of Seller. Nothing contained herein shall prevent Seller from assigning, pledging, mortgaging, transferring or otherwise disposing of, either in whole or in part, Seller's rights under this Contract.
11. Seller shall have the right to terminate this Contract at any time without notice or demand of any kind in the event Buyer shall be at any time in default in payment of the monthly amounts and any applicable government tax or any other monies due hereunder, and upon termination of this Contract, Seller shall be entitled to disconnect and remove the Equipment from the Premises and not be responsible for the reinstallation or connection of either the Equipment or any replacement equipment upon termination of this Contract.
12. If this Contract is placed in the hands of a solicitor, Buyer agrees to pay all costs, charges and expenses incurred by Seller as well as reasonable legal fees which Seller will be obliged to pay its solicitor.
13. In the event that Buyer should sell or otherwise dispose of the Premises, the balance of the purchase price then remaining shall become immediately due and payable.
14. All notices and other communications to be given hereunder shall be in writing and shall be either mailed or delivered to the other party at its respective address set forth in this Contract or at such other address as the party may have specified by notice in writing.
15. No waiver or consent by Seller of any breach or default by Buyer shall constitute a waiver of any other breach by Buyer, nor be a waiver of any of Seller's rights.
16. This Contract shall enure to the benefit of and be binding upon the successors and assignees of the respective parties hereby and the heirs, executors and administrators of Buyer, if an individual.
17. Buyer expressly consents to Seller's and its affiliated companies' collection and use of personal information, including Buyer's name, address and credit information, for billing purposes, for marketing purposes, in order to provide services as required under this Contract and to determine the creditworthiness of Buyer. Buyer consents to Seller disclosing this personal information to third parties in the event of a sale of the receivable evidenced hereby and to companies affiliated with Seller.