

## **Miller Cement Standard Terms & Conditions**

As a result of arrangements with Miller Cement Limited's supplier, St. Marys Cement Co. (A Division of St. Marys Cement Inc.), and notwithstanding any warranties previously provided by Miller Cement Limited ("Miller"), Miller's liability to the customer is strictly limited to and does not extend beyond the warranty coverage provided under our supplier's usual commercial limited warranty to commercial customers, as amended from time to time. For certainty, the supplier warrants that any standard Type GU cement supplied shall meet the Standard Chemical and Physical requirements of CSA A3001-03 but makes no further or other representations or warranties, either oral or written, express or implied, statutory, arising from course of dealing, usage of the trade or otherwise of any kind, with respect to products, including any implied warranties of merchantability or fitness for a particular purpose.

Having no control over the use of cement, Miller will not, therefore, be responsible for any finished work in which the cement is used.

These terms and conditions are in lieu of and replace all other oral or written warranties, liabilities, or obligations of Miller of any nature or kind whatsoever. There are no other terms, conditions or representations other than expressed herein. All conditions and warranties, expressed or implied by law or statute or custom, are expressly excluded. No modification of the terms hereof shall be effected by the acceptance or acknowledgement by us of purchase or shipping order forms of the purchaser specifying different, contrary or inconsistent provisions or provisions supplementary to the terms hereof. No modification of the terms hereof shall be effected unless agreed in writing and signed by a senior officer of Miller. No representative, employee, agent of Miller or any person, other than a senior officer of Miller, has any authority to assume for Miller any additional or other liability or responsibility. Miller, its affiliates and any of their respective officers, directors, employees, shareholders, representatives or agents, shall not be liable for any special, indirect, consequential, punitive, exemplary or incidental damages or losses of any kind, including but not limited to damage to property, injury to or death of any person, loss of profit or loss of goodwill, even if Miller has been notified of the possibility or likelihood of such damages, losses or injuries occurring.

Miller Cement Limited