



The Fisheries Council of Canada (FCC) and Silliker one-day workshops:

Seafood Sampling -- Policies and Procedures

Content Determination for Seafood Products

Register Early!
Workshops are limited to 15 participants.

Registration Form

First Name _____ Last Name _____

Title _____

Company _____

Address _____

City _____

Province _____ Postal Code _____

Telephone _____ Fax _____

Email _____

Yes, Please register me for the workshop(s):

Seafood Sampling -- Policies and Procedures

March 29, 2010, Burnaby, B.C. April 13, 2010, Markham, ON

Content Determination for Seafood Products

March 30, 2010, Burnaby, B.C. April 14, 2010, Markham, ON

Workshop Fee: \$325.00 (CAN) + 5% GST = \$341.25

SAVINGS! Register for both: \$575.00 (CAN) + 5% GST = \$603.75

Method of Payment

Enclosed is my check (payable to Silliker Canada Co)
All checks must be received prior to the course.

Mail to: 90 Gough Road, Markham, Ontario L3R 5V5, Attn: Christine Williams

Bill my credit card VISA MC

Credit Card Number: _____

Credit Card Number Expiration Date ____/____/____

I have read and agree to Silliker Terms and Conditions for Technical Services attached herewith and made part of this Agreement.

Signature _____

FAX Form To: Christine Williams at 905/ 479 4645

www.silliker.com

SILLIKER Canada Co
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Tel: +1 905/ 479 5255
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BURNABY, B.C. V5J 5G6
Tel: +1 604/ 432 9311
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SILLIKER TERMS AND CONDITIONS FOR TECHNICAL SERVICES

“SILLIKER” means Silliker Canada Co.

ARTICLE 1. SILLIKER’S RESPONSIBILITIES.

1.1 SILLIKER shall perform services consistent with applicable standard practices, laws and regulations.

ARTICLE 2. CLIENT’S RESPONSIBILITIES.

2.1 CLIENT shall designate in writing a person or entity to act as CLIENT’s authorized representative with respect to SILLIKER’s services to be performed. Such person or entity shall have complete authority to transmit instructions, receive information and data, and to order, at CLIENT’s expense, additional services.

2.2 CLIENT hereby represents and warrants that it has the full right and authority to enter into this Agreement.

2.3 CLIENT shall not use, in any form or manner, and shall not disclose, in whole or in part, to any other party, SILLIKER’s confidential information

2.4 If SILLIKER receives a written cancellation or postponement notification from CLIENT during the thirty (30) business day period preceding the date of a scheduled service, then CLIENT agrees to pay to SILLIKER the equivalent of one day of services for each day cancelled or postponed, plus expenses already incurred by SILLIKER.

ARTICLE 3. RECORD RETENTION.

SILLIKER shall retain all pertinent records relating to the services performed hereunder for a period of five (5) years following submission of the report, during which period the records will be made available to CLIENT upon written request, which may result in additional cost.

ARTICLE 4. LIMITATION OF LIABILITY.

4.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) IMPLIED BY COMMON LAW OR STATUTE (“IMPLIED WARRANTIES”) AS TO THE MANNER, QUALITY AND TIMING OF THE SERVICE ARE EXCLUDED UNLESS THE EXCLUSION OF ANY SUCH IMPLIED WARRANTIES WOULD CONTRAVENE APPLICABLE LAW OR CAUSE ANY PART OF THIS AGREEMENT TO BE VOID. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF SILLIKER HEREUNDER ARE EXCLUSIVE.

4.2 SILLIKER’S LIABILITY TO CLIENT FOR BREACH OF ANY TERM OF THIS AGREEMENT OR OF ANY IMPLIED WARRANTIES, OR FOR ANY NEGLIGENCE OR OTHER WRONGDOING IN THE PERFORMANCE OF SERVICES, IS LIMITED AT CLIENT’S OPTION, TO EITHER RE-PERFORMING THE SERVICE OR REFUNDING THE TOTAL FEE PAID IN RESPECT OF THAT PART OF THE SERVICE.

4.3 SILLIKER WILL UNDER NO CIRCUMSTANCES BE LIABLE TO CLIENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE SUFFERED BY CLIENT IN ANY WAY ARISING FROM THE SERVICE OR CLIENT’S USE OF THE RESULTS.

ARTICLE 5. DISPUTE RESOLUTION.

Any dispute between the parties relating to this Agreement or the breach thereof shall be resolved by binding arbitration before a single arbitrator in Toronto, Ontario, pursuant to the Commercial Arbitration Rules then obtaining of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall apply the substantive law of Ontario except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator shall not award either party punitive damages, and the parties shall be deemed to have waived any right to such damages. The proceedings shall be confidential and the arbitrator shall issue appropriate protective orders to safeguard both parties’ confidential information. The prevailing party in any proceeding brought hereunder shall be entitled to recover its costs and reasonable attorney’s fees, except that the fees of the arbitrator shall be split equally between the parties.

ARTICLE 6. GENERAL CONDITIONS.

6.1 CLIENT agrees to defend, indemnify and hold SILLIKER harmless to the fullest extent permitted by law from and against any and all loss, liability, claims, damages, costs and expenses (including but not limited to attorney’s fees and charges of employees of SILLIKER involved in litigation) or other cause of action arising out of, or relating to, CLIENT’s negligent acts and omissions, or arising out of any violation by CLIENT of its obligations set forth in this Agreement.

6.2 This Agreement may be terminated by SILLIKER in the event of any default hereunder or any breach of any material term hereof. If this Agreement is terminated by either party for any reason, SILLIKER shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a report of services conducted prior to termination.

6.3 CLIENT may not delegate, assign or transfer obligations or interest in this Agreement without the prior written consent of SILLIKER. SILLIKER may assign or transfer some or all of its rights at any time to an affiliate provided such affiliate assumes SILLIKER’s obligations under this Agreement and SILLIKER may, in its sole discretion, subcontract to other qualified providers.

6.4 SILLIKER shall not be liable for delays or other problems caused by unforeseen circumstances or circumstances beyond its reasonable control, compliance with governmental requests, laws, regulations or breakage or failure of equipment or apparatus or any other event beyond the reasonable control of SILLIKER.

6.5 The Agreement represents the entire agreement between CLIENT and SILLIKER and supersedes all negotiations, representations or agreements, written or oral. Terms and conditions included in CLIENT’s purchase order or any other document shall not be applicable. The obligations set forth in Sections 1.3, 2.4, 3.1, 3.2, 3.3, 6.1 and Articles 5, 6 and 7 shall survive the termination of this Agreement.

6.6 In the event that any of the provisions of this Agreement are or become null or void, such provisions shall be deemed to have been deleted from this Agreement and the remaining provisions hereof shall remain valid and enforceable.

6.7 The validity, interpretation and performance of this Agreement shall be governed by the laws (but not the conflict of law rules) of the Province of Ontario (Canada).

6.8 If for any reason this Agreement is not signed by CLIENT, any conduct by CLIENT which recognizes the existence of a contract pertaining to the subject matter hereof, including but not limited to performance of any service by SILLIKER for the benefit of CLIENT shall constitute acceptance by CLIENT of this Agreement and all of its terms and conditions.