

Standard Terms and Conditions of Sale 990-00121

Please refer to the Quote reference number set forth on the face of the Quote when ordering. Prices quoted are to be considered firm subject to the Terms and Conditions of Sale herein. Quotes are valid for 30 days from their date. Delivery stated is from date of receipt of purchase order and is subject to revision at time of acceptance of order because of prior sales or conditions beyond our control. Prices are based upon existing pricing, any applicable customs tariff rates and/or duties and currency exchange rates and may be variable in accordance with any change in those rates between the date of the Quote and the date of importation (if applicable). Quotes are for solicitation purposes and do constitute an offer.

- 1. Governing Agreement.** The Terms and Conditions of Sale herein, including the terms of the Quote (the "Agreement") shall govern all purchases by the buyer from the seller. Any provision or condition of the buyer's order which is in any way inconsistent with the Agreement shall not be applicable to the buyer's order or binding upon the seller. If the buyer objects to any terms herein, such objection must be in writing and received by the seller at the address stated on the face hereof prior to ordering. An order from the buyer shall be conclusively deemed to be an acceptance of the Agreement. The seller's failure to object to provisions contained in any communications from the buyer shall not in any circumstances be deemed as a waiver from the seller of any provisions hereof. The Agreement, together with any referenced exhibits, attachment, or other documents, as the case may be, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any prior or contemporaneous written or oral agreements pertaining thereto. Any addition to or modification of any provisions of the Agreement shall not be binding upon the seller unless made in writing and signed by a duly authorized representative of the seller.
- 2. Taxes.** Unless otherwise specified, all prices and all billings are exclusive of all federal, provincial, municipal, state or foreign taxes or duties of any kind whatsoever, now or hereinafter enacted, applicable to the goods sold under the Agreement, which taxes or duties will be added by the seller to the sale price, where the seller is required by law to collect the same and will be paid by the buyer, unless the buyer provides the seller with a proper tax exemption certificate.
- 3. Requested Delivery Dates.** Every commercially reasonable effort will be provided to meet any estimated delivery date set forth in the Quote and confirmed or modified in the seller's acknowledgement of the order. However, the seller shall not be liable in any case,



for any loss of any nature whatsoever, due to delay in performance or shipment hereunder because of unforeseen circumstances or causes beyond its control.

4. **Title and Delivery.** All shipments of goods shall be delivered under EX Works Incoterms 2020 ICC, at the seller's facilities in Montreal, Quebec, Canada. Title to such goods and risk of loss or damage thereof shall pass to the buyer upon the seller's tender of delivery of goods to the buyer's carrier at the seller's facilities and any loss or damage thereafter shall not relieve the buyer from any of its obligations pursuant to the sale. In the absence of written agreement to the contrary, the means of shipment will be at the discretion of the seller, but the buyer will pay or reimburse the seller for all costs of insurance and transportation for such shipments and shall be responsible for all taxes, and any other expenses incurred or licenses or clearances required at destination. At the time of passage of title and risk of loss or damage, the buyer grants to the seller a security interest in the merchandise sold which will be valid until full payment of the merchandise.
5. **Terms and Method of Payment.** The amount of credit or terms of payment may be changed or credit withdrawn by the seller at any time. Standard terms for payment are Net 30 Days from the date of shipment from the seller's facility. If the goods are delivered in installments, the buyer shall pay for each installment in accordance with the terms of payment hereof. Payment shall be made for the goods without regard to whether the buyer has made or may make any inspection of the goods. The seller has the right as well as any other remedy, to terminate the Agreement or to suspend further deliveries under the Agreement in the event the buyer does not comply with the terms of payment. If shipments are delayed by the buyer, payments are due from the date when the seller is prepared to make shipments. Goods held for the buyer are at the buyer's sole risk and expense.
6. **Substitutions and Modifications of Goods.** The seller may modify the specifications of goods designed by the seller and substitute those herein for goods manufactured to such modified specifications provided such goods substantially conform to the Agreement.
7. **Warranties and Limitation of Liabilities.** The following warranties are exclusive and in lieu of all other warranties or conditions, including, but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, product liability, and non-infringement or misappropriation of third party rights of any kind, and of any other warranty obligation on the part of the seller. The seller warrants that: (i) at the time of delivery of goods of its own manufacture, the seller has title to the goods free and clear of any and all liens and encumbrances, except such liens and encumbrances already known to buyer; and (ii) all products are warranted against defects in materials and workmanship for one (1) year from the date of delivery from the seller's facilities. the seller's obligation

covers repairing or replacing products, which prove to be defective during the warranty period and which shall be returned with the transportation charges prepaid to the seller. the seller's obligation is limited to the original buyer.

The seller is not liable for punitive, exemplary, consequential or indirect damages whatsoever. These warranties can only be amended by written instrument signed by an officer of the seller. The seller's warranties as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation liability shall arise or grow out of the seller's rendering of technical advice or service in connection with the goods furnished hereunder.

8. **Termination and Cancellation.** If buyer terminates the Agreement in whole or in part, it must provide written notice of termination to the seller. In such event, buyer shall be liable for termination charges, which shall include a price adjustment based on the quantity of goods actually delivered, and all costs, direct and indirect, incurred and committed for the Agreement together with reasonable allowance for pro-rated expenses and anticipated profits. Unless otherwise specified, all quantities must be requested by the buyer for delivery no more than twelve (12) months and all shipments must be requested by the buyer to be scheduled in no more than eighteen (18) months from the date of the seller's receipt of the buyer's order, otherwise the Agreement may be cancelled by the seller and the buyer shall be liable for termination charges as provided for herein. If in the seller's sole judgment, the buyer's financial condition does not justify the terms of payment specified, the seller may terminate the Agreement unless the buyer shall immediately pay for all goods which have been delivered and pay in advance for all goods to be delivered.
9. **Non-Waiver of Default.** In any event of any default by the buyer, the seller may decline to make further shipments. If the seller elects to continue to make shipment, the seller's action shall not constitute a waiver of any default by the buyer or in any way effect seller's legal remedies for any such default.
10. **Governing Laws and Jurisdiction.** The Agreement shall be governed by the laws of the province of Quebec and the laws of Canada applicable therein. All disputes will be submitted to the district courts of Montreal, province of Quebec, Canada.
11. **Modification.** The Agreement constitutes the entire agreement between the parties relating to the sale of goods described on the face hereof and any addition to or modification of any provisions upon the face or reverse of the Agreement shall not be binding upon the seller unless made in writing and signed by a duly authorized representative of the seller.
12. **Assignment.** The Agreement shall be binding upon and ensure to the benefit of the parties and their successors and assigns of the entire business and goodwill of either

buyer or seller or of the part of the business of either used in the performance of the Agreement, but shall not be otherwise assignable by the buyer.

13. **Confidentiality.** The buyer acknowledges that the content and pricing herein are confidential information, and therefore agrees and undertake to keep the information herein entirely confidential at all times.
14. **Language.** The parties acknowledge that they have requested and are satisfied that the Agreement and all related documents be drawn in the English language.
Les parties reconnaissent leur volonté expresse que la présente entente et les documents qui s'y rattachent soient rédigés en langue anglaise.