

## General clause

These general terms and conditions as well as the special provisions of our rates cancel and replace the previous terms and conditions and are subject to change without notice. They constitute the legal basis for sales contracts between the Company and its customers for all provisions that have not been the subject of specific agreements, in writing and accepted by the seller. The terms provided for in these General Terms and Conditions of Sale replace all previous or contemporary contracts or representations, whether written or oral. The customer is deemed to have consented to these General Terms and Conditions of Sale and to have acknowledged their content.

## Catalogues, leaflets and price lists

Prices and information (including technical information and plans) contained in catalogues, leaflets and price lists are given for information purposes only, are subject to change without notice and are only binding on the Company after express confirmation.

## Sales offer

The sales offer is the Company's commercial proposal to the customer in response to the customer's call for tenders and the accompanying specifications. It designates the supply, determines its price and specifies the limit of the seller's obligations and responsibilities. The sales offer cannot be considered firm unless it is expressly accompanied by a period of validity given to the recipient to accept it. All transactions negotiated by your sellers or agents only become final after they have been confirmed by the Company. Suggestions made to the customer by the representative or by staff member of NIEDAX Canada do not incur its liability. It is the customer's responsibility to control and validate this choice by appropriate tests while remaining in accordance with the conditions of use described in our documentation.

## Order - Order acknowledgement - Sales Contract

The order is a promise to purchase that irrevocably binds the customer and may be acknowledged by the Company within eight days of receipt. An order for supplies from a catalogue may only be cancelled or modified with the Company's written consent: the supplies will be returned in the same condition at the expense of the customer, who will bear the cost of any deterioration and a termination fee equal to 20% of the amount of the order. An order of specially machined or transformed supplies cannot be cancelled or modified. The Company is only bound by the conditions of its express acceptance by the acknowledgement of receipt of the order and within the limits of the specifications, standards, prescriptions or practices it lists. The sales contract is deemed concluded when the Company acknowledges receipt of the order. A date for delivery is only given after payment of the deposit specified in the offer or acknowledgement of receipt of the order and/or delivery by the customer of the documents necessary for the performance of the contract.

## Prices, packaging, packing

Our prices are for equipment ex works or warehouse of the Company, packaged in standard packaging adapted to normal conditions of transport by truck for a destination in metropolitan France and in indivisible complete packages. Special packaging is charged extra. Any order whose value, excluding tax, net of discount and excluding shipping and packaging is less than \$250 will be increased to reach the minimum order value of \$250 excluding tax and excluding shipping and packaging. In addition to the price paid by the customer, it shall pay the Company the amount relating to any taxes, excise duties or other government charges that the Company may be required to pay in respect of the production, sale or transportation of any goods delivered hereunder.

## Delivery, transfer of risks

Deliveries are made under the EXW delivery terms (Incoterms 2010).

## Delivery times

Unless a firm date is expressly agreed, the delivery date is given only as an indication and cannot justify the cancellation of the order or give rise to the payment of damages. The time limit shall be extended in the event of force majeure and in the event of delay in the payment of the deposit and/or submission of the documents necessary for the performance of the contract.

## Shipping: transport, customs, insurance

Shipment including transport, customs and insurance operations is organised by the Company as the customer's agent.

Even if sold carriage paid, and notwithstanding the provisions relating to retention of title, our supplies travel at the risk of the recipient, who is responsible for checking that they are in good condition on arrival. If necessary, the recipient shall make the usual reservations with the carrier and take any action against it. Where carriage paid is granted, this definition shall apply only to the first delivery or presentation if more than one is required. If shipment is delayed for reasons attributable to the buyer or if the buyer fails to collect the goods after they have been made available, the seller is entitled to store and handle the goods at the buyer's expense and risk, without this resulting in any change in the payment and warranty periods.

## Samples

All samples are provided for information purposes only and there is no guarantee that the colours or materials will conform to the final order.

## Control of deliveries

As soon as the delivery arrives, the buyer is required to ensure its conformity with the shipping note and the order. Written claims will only be taken into consideration if they are detailed and sent to the seller's establishment within 48 hours from the date of delivery for claims relating to quantities and 15 days for claims relating to apparent defects; otherwise, the Company will conclude that the products delivered correspond to the products ordered.

## Invoicing and payment conditions

Our invoices are payable to the seller's address within 30 days of issue, net without discount. Payments must be made by direct debit, bank transfer or credit card. Any payment not made by the due date will give rise, cumulatively, to: (a) the right to suspend all deliveries or cancel any outstanding orders; (b) the immediate payment of all sums, whether or not due, without prior formality; and (c) the application, without the need for a reminder, to any amount not paid on its due date, of a late penalty due on the day following the payment date appearing on the invoice, calculated on the basis of an interest rate of 24% per annum. Any delay in payment that has led the Company to resort to a contentious recovery of its claim will automatically result in the reimbursement by the debtor of the costs incurred by payment of damages of 15% of the unpaid amount.

## Retention of title

The Company reserves ownership of the goods until the effective payment of the full price in principal and accessories; effective payment is understood to mean the final collection of the price. The customer agrees to sign any documents that the Company may require to validate, protect or maintain its security right. Until that date:

- the risks are transferred to the customer who assumes responsibility for any damage that the goods may suffer or cause and has them insured against these risks,
- the customer undertakes to store the goods in such a way that they can be recognised,
- the customer may not, under penalty of damages for abusive resistance, refuse to return the goods.

In the event of resale or processing of the goods before transfer of ownership, the buyer automatically assigns to the Company the receivables arising from the sub-purchasers, up to the amount of the sums still due.

- the customer who placed the order expressly waives the right to invoke any clause contained in its own documents that oppose these General Terms and Conditions of Sale.

## Confidentiality

All personal information and data collected during our business dealings remain strictly confidential and will only be used by NIEDAX Canada. You have the right to access, modify, rectify and delete data concerning you which you can exercise at any time by writing to the following address, attaching a copy of an identity document: NIEDAX Canada, Bureau 216 du 3221 Autoroute 440 Ouest, Laval, Québec, H7P 5P2, Canada.

## Warranty

Supplies are guaranteed against any manufacturing defect that affects their use. The normal use of supplies and in particular their use under conditions not in accordance with the sales contract shall entail the loss of the right to make a warranty claim. The Company's obligation is limited to the delivery of parts in exchange for the non-conforming parts, to the exclusion of any other claim of the buyer. Parts found not to be in conformity are returned freight collect. The Company reserves the right to choose the carrier. The implementation of the warranty can be requested

within the maximum period of 15 days of delivery for apparent non-conformities, and one month for other non-conformities. Claims presented after this period will not be accepted.

## Dispute - Jurisdiction

These General Terms and Conditions of Sale govern each sales contract and any order by the Company; the law applicable to sales under these General Terms and Conditions of Sale shall be that applied in the province of Quebec, and any proceedings concerning these General Terms and Conditions of Sale and/or the relations between the contracting parties shall be brought exclusively before the competent courts in the judicial district of Montreal. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded and therefore does not apply.

## Returns

Returns are subject to the prior agreement of NIEDAX Canada. Returns will only be accepted under the following conditions: inner and outer packaging as defined in our pricing conditions, have been validated by our quality department upon arrival of the equipment, whether they are delivered prepaid (goods travelling at the risk of the shipper to our factory).

## Intellectual property

All drawings, data, plans, tools, equipment, methods, technical modifications, inventions, trade secrets, copyrights, integrated circuit topographies, source codes, executable codes, patents, patent applications, know-how, software related to the goods and all their integral parts, trademarks and any other information, whether technical or otherwise, that has been developed, performed or provided by or for the Company in the production of all supplies hereunder («Intellectual Property»), shall be and shall remain the exclusive property of the Company (or its licensees, as the case may be). The customer undertakes not to reverse engineer any goods purchased hereunder. The customer acknowledges and agrees that any unauthorised use or disclosure of Intellectual Property would cause the Company irreparable damage for which it has no effective legal remedy, and that any actual or threatened breach of this clause shall entitle the Company to obtain an injunction prohibiting such breach without delay, in addition to any other rights and remedies available to it. The obligations contained herein shall expressly survive after the final payment, cancellation for default or termination of all or part of the sales contracts.

## Limitation of liability

To the extent provided by law, the Company shall in no event be liable to a customer for (i) any special, incidental, consequential, indirect or exemplary damage (even if the Company has been advised of the possible occurrence of such damage), arising from the operation or non-operation of the product or other terms of the related contract (including damage caused by third parties), such as, but not limited to, loss of income or anticipated profits or losses as a result of interruption of activities or (ii) for any amount exceeding the purchase price of such product. The customer acknowledges that this limitation of liability is a decisive factor in determining the price of the product and that acceptance of this limitation of liability is a fair allocation of risk.

## Miscellaneous

If any provision of these General Terms and Conditions of Sale is held by a competent court to be invalid or unenforceable, in whole or in part, then, to the fullest extent permitted by applicable law, (a) all other provisions of these General Terms and Conditions of Sale shall remain in full force and effect and (b) the Company and the customer agree to work together to negotiate a replacement clause which shall be legally equivalent, as far as possible, to the original clause in the General Terms and Conditions of Sale declared invalid and unenforceable. The waiver by the Company and the customer of any failure or breach of a provision of the General Terms and Conditions of Sale by either party shall not be construed as an exemption of any subsequent breach of the same or any other provision of the General Terms and Conditions of Sale, and shall not delay or relieve either party from exercising or enforcing any of the rights or privileges it holds or may hold hereunder and shall not be construed as a waiver of such right or remedy or any other right or remedy by any of the parties. Waivers must be in writing and signed by hand. Nothing herein shall be construed as creating any partnership, joint venture or agency relationship between the Company and the customer.