



## CONDITIONS OF SALE AND TERMS OF PAYMENT SAMUEL & FILS & CIE (QUEBEC) LTÉE

1. **TAXES:** All prices will be subject to all applicable sales taxes, goods and services taxes and any other present and/or future taxes imposed and/or levied by any governmental authority with respect to Product(s) and the sale thereof. The amount of all such taxes, in the absence of an express provision to the contrary, will be added to the price payable by the Buyer to the Seller and will form part thereof.

2. **INCOMPLETE ORDER:** Any portion of an order which is not filled and shipped as a result of a lack of inventory or for any other reason, beyond the control of the Seller, will nevertheless be retained as an order and delivered as soon as possible unless the Seller notifies the Buyer that the Product(s) cannot be delivered at a later date, in which event the Seller will not incur any liability whatsoever to the Buyer as a result of its failure to deliver.

3. **DATES OF DELIVERY:** The dates of delivery indicated in the order are indicative only and are subject to changes and are based upon the existing prevailing conditions. The Seller will attempt to deliver within the stipulated delivery but does not undertake nor warrant to do so and it will not be liable for any loss or damage of any kind or sort whatsoever arising and/or resulting from a delay in delivery whatever the cause thereof may be.

4. **SPECIAL ORDERS:** Every order for special Product(s) must be submitted in writing by the Buyer and must contain complete specifications, drawings and all other relevant information and cannot be canceled and the Product(s) described therein cannot be returned without the Seller's prior written consent.

5. **RETURNS:** Under no circumstances will Product(s) be returned by the Buyer for credit without the Seller's prior written approval, which approval can be withheld by the Seller in its complete and absolute discretion.

6. **SHIPPING:** The Buyer's order must contain complete shipping instructions and notwithstanding the foregoing, the Seller reserves the right to select and choose a means of transportation which appears to be adequate.

7. **WARRANTY:** The Seller only warrants that the Product(s) sold are of marketable quality and in the absence of an express provision to the contrary contained herein, the Seller does not warrant nor represent that the Product(s) sold are fit for a particular purpose or use. All other warranties, express or implied, be they legal or conventional, and all other warranties and/or representations pertaining to the Product(s) which are not expressly set forth herein in writing, are expressly excluded.

8. **BUYER'S RECOURSE:** If Product(s) supplied to the Buyer are not in compliance with the order, the Buyer will give written notice thereof to the Seller as outlined in the Customer Claim Policy. Non-complying Product(s) will be kept by the Buyer so as to allow their inspection by the Seller and the Seller's liability with respect to such non-compliance will be limited to the replacement of the Product(s) subject to the return of the non-complying Product(s) or if the Seller so chooses, to the reimbursement of the sales price of the non-complying Product(s). Under no circumstances, will the Seller be liable for the cost of any added value to non-complying Product(s), nor for specific damages, direct or indirect, wherever they may be and arising and/or resulting from the fact that the Product(s) which were delivered were not in conformity or compliance with the order. Refer to Claim Conditions Policy as to the applicable branch.

9. **CANCELLATION:** Orders cannot be cancelled nor modified in whole or in part, without the Seller's prior written consent and the Buyer expressly waives and renounces to any unilateral right of cancellation which may be granted to it by law or otherwise.

10. **TITLE AND RISKS:** In the absence of a specific written provision to the contrary, all sales are made on an F.O.B. destination basis and the risk of loss of the Product(s) is assumed by the Buyer upon arrival of the Product(s) at the point of delivery. In the event sales are made on an F.O.B. basis at the Seller's place

of business, the risk of loss shall be assumed by the Buyer at the time of the delivery of the Product(s) by the Seller to a public carrier for purposes of delivery to the Buyer. Notwithstanding the foregoing and in addition thereto, any Product(s) described in an invoice or in an order is and will remain the sole and absolute property of the Seller until such time as the sale price thereof will have been entirely paid to it by the Buyer.

11. **FORCE MAJEURE:** If the Seller is delayed in the performance of any act required hereunder by reason of fire, strike, lock-out, labour trouble, war, epidemic, embargo, flood, delay in transportation, lack or unavailability of trailers and/or railway cars, combustible or Product(s), failure of carriers or sub-trades, shortage of manpower, restrictive governmental laws or regulations or to any other cause or reason beyond the Seller's control, whether or not such cause or reason is of the nature of those referred to above and notwithstanding the fact that such a cause or reason may have existed at the time of conclusion of the order, if the performance of the Seller's obligations is delayed for a period exceeding thirty (30) days for any one of the causes and/or reasons above-mentioned, each party may elect to be relieved of its obligations, failing which the delay for the delivery shall be extended for a period equivalent to the period of such delay. However, as concerns Product(s) which have already been manufactured or are in the process of being manufactured on the date on which the election is made, the Buyer may only elect to be relieved of its obligation to purchase provided the Seller agrees to the foregoing in writing.

12. **COLLECTION CHARGES:** All collection and administrative charges are for the account of the Buyer.

13. **PROCEEDINGS:** For the purpose of any judicial proceedings, relative to purchases made from the Seller, the Buyer elects domicile in the city of Laval, province of Quebec in accordance with the provisions of Article 83 of the Civil Code of Quebec.

14. **PRICES:** All prices are subject to change without prior notice and without limiting the generality of the foregoing, and notwithstanding the price(s) appearing on an order, such price(s) will be automatically increased by an amount equal to the price increase(s) and/or surcharge(s) that may be claimed from or charged to the Seller by its own supplier(s) at any time between the date on which the order is accepted and the date of delivery of the Product(s).

15. **CREDIT:** If a payment is not made on due date or if the Buyer's credit worthiness is deemed unsatisfactory by Seller, the Seller may modify and accelerate the terms of payment as concerns Product(s) not yet delivered. The Seller expressly reserves the right to exact a service charge at the rate of two percent (2%) per month or twenty-four percent (24%) per annum on all accounts receivable outstanding for more than forty-five (45) days until full and final payment.

16. **NO RIGHT OF OFF SET:** The Buyer shall not be entitled, for any cause or reason whatsoever, to compensate and/or off-set, in whole or in part, sums of money due by it to the Seller against claims which it has or may claim to have against the Seller, for any cause or reason whatsoever. Each order placed by the Buyer with the Seller constitutes a separate and distinct contract of sale such that the Buyer may not, under any circumstances, withhold the payment of an invoice in whole or in part, to offset same against sums which it claims are due to it by the Seller in respect of another order or invoice.

17. **NO OTHER TERMS ACCEPTED:** No terms or conditions, other than these Terms and Conditions, shall apply to any Accepted Order and no agreement or understanding in any way adding to or otherwise modifying these Terms and Conditions shall be binding on us unless set forth in a writing signed by us.