

**TERMS AND CONDITIONS OF SALE**  
**FOR SICAME COMPANIES NORTH AMERICA**

**V. 2023.1**

**Applicability of Terms and Conditions of Sale:** The purpose of these Terms and Conditions of Sale (hereinafter "Terms and Conditions") is to define the Terms and Conditions under which the Purchaser may purchase products, as defined in the order (hereinafter the "Product" or "Products"), from the seller which is the company in the SICAME GROUP that sells the Products to purchaser (hereinafter the "Seller" and together hereinafter the "Parties"). Any contrary or additional Terms and Conditions are specifically rejected unless approved in writing by Seller. Any written acceptance of a quotation, or any written request, confirmation, or acknowledgment for the purchase or delivery of Products, constitutes acceptance of these Terms and Conditions by the Purchaser. After such acceptance, the Terms and Conditions hereof shall inure to and be binding upon both the Purchaser (hereinafter the "Purchaser") ordering the Products and the Seller. Except for the description of the Products to be delivered and any specific provisions as set forth on the front side of the acknowledgment of receipt and/or invoice, no other provisions shall in any way be binding upon Seller, or in any way deemed to be a part of any contractual bond arising pursuant to the quotation.

**Drawings and Catalog Representations:** All drawings by Seller are subject to change without notice. Drawings and Catalog representations are not to be used for engineering purposes. All rights reserved.

**Quotations, Orders, and Prices:** All prices and specifications contained in Seller's quotation are subject to change by Seller without notice unless otherwise indicated on the quotation. All items listed on the quotation are subject to prior sale. The minimum billing charge for any order placed hereunder is \$100.00, or full box/package quantities as applicable. All rush orders shall incur a minimum charge of \$100.00 for expedited processing.

Prices are expressed in USD\$ and CAN\$ for the Canadian market. Prices exclude Local, State, and Federal Sales and Use Taxes where if applicable will be added to the invoice.

**Inspection and Approval:** All Products received by Purchaser or its designees shall be deemed acceptable and accepted by the Purchaser or designees unless rejection is made in writing and sent to Seller within seven (7) days from delivery date, which such rejection shall be of the defective Products only and specify in reasonable detail the reason for rejection. Minor defects which do not affect the essential functions and/or performance of the Products shall not prevent acceptance of the Products. Purchaser will segregate and store in a safe place any rejected Products awaiting dispute from Seller or shipping instructions from Seller. Payment of the invoice shall constitute acceptance of the Products covered by such invoice.

**Payment Terms:** A service charge of 1 % % per month will be added to past due invoices together with an administrative fee of \$500. In addition, Seller shall be entitled to reimbursement from Purchaser for all of Seller's costs of collection, including court costs and reasonable attorney's fees and expenses. In case of non-payment or late payment Seller reserves its right to suspend the execution of orders and/or deliveries and demand late payment penalties without notice and formality.

**Warranty:** The Seller warranties Products(a) are new and unused, (b) are free and clear of all liens and encumbrances created by Seller and (c) will conform in all material respects to any written specifications made by Purchaser and accepted by Seller (d) and/or are free from defects in design and manufacture. The Seller's warranty is limited to defects occurring within twelve (12) months from the date of delivery of the Products (hereinafter the "Limited Warranty"). During the warranty period and provided that the defect is directly attributable to the Seller in accordance with the Seller's inspection, the Purchaser's sole and exclusive remedy, at the Seller's sole discretion, may be: (i) either repair, replace and/or modify the defective Products (FOB Seller's designated factory), or (ii) refund to the Purchaser the purchase price of the defective Products. All related costs (including but not limited to: installation and uninstallation costs, etc.) will be borne by the Purchaser. This Limited Warranty applies only to Products used under normal and proper conditions, and

pursuant to relevant standards, specifications, recommendations, or instructions contained with the Products, and shall be void for any Products damaged by misuse, neglect or improper installation, storage, handling, or implementation. Any legal action for breach of this Limited Warranty must be commenced within one (1) year of the date on which the breach is or should have been discovered. This Limited Warranty shall not be applicable to replaced or repaired Products.

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EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER STATES THAT NO WARRANTIES, EXPRESS OR IMPLIED, CONTAINED IN THE UNIFORM COMMERCIAL CODE OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE) SHALL APPLY TO THE PRODUCTS SOLD HEREUNDER AND PURCHASER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE FIRST SENTENCE OF THIS SECTION, IT IS PURCHASING THE TRANSFERRED ITEMS, "AS IS" and "WHERE IS". SELLER IS NOT RESPONSIBLE FOR ANY DUTY TO WARN PURCHASER REGARDING ANY LATENT OR PATENT DEFECTS REGARDING THE PRODUCTS SOLD HEREUNDER AND SELLER IS NOT RESPONSIBLE FOR ANY MISUSE, RECONFIGURATION OR ALTERATION OF THE PRODUCTS BY PURCHASER OR OTHERS OR FOR ANY FAILURE OR NEGLIGENCE OF ANY PURCHASER OR AGENT THEREOF TO PROPERLY USE, MEASURE, INSTALL OR OTHERWISE TREAT THE PRODUCTS SOLD HEREUNDER. SELLER SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES HEREUNDER, AND IN NO EVENT SHALL SELLER'S LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE PRODUCTS SOLD HEREUNDER. TO THE EXTENT ASSIGNABLE, SELLER HEREBY TRANSFERS TO PURCHASER THE MANUFACTURERS' LIMITED WARRANTY ASSOCIATED WITH SUCH PRODUCTS SOLD HEREUNDER UNLESS SUCH PRODUCTS UNDERGO ANY KIND OF ALTERATION, MODIFICATION OR REPAIR BY PURCHASER.

No other warranty, whether expressed or implied, or arising by operation of law, course of dealing, usage of trade or otherwise implied, shall exist in connection with Seller's products or any sales, resale or use thereof. Seller shall in no event be liable for any punitive, consequential, lost profits, lost revenues or special damages incurred by Purchasers. Seller's Limited Warranty shall extend only to the first buyer of the product from Seller, Seller's distributor, or from an original equipment manufacturer reselling Seller's product, is non assignable and nontransferable, and shall be of no force and effect if asserted by any person other than such first buyer. The Limited Warranty applies only to the use of the product as intended by Seller and does not cover any misapplication of misuse of the product or other actions set forth and disclaimed above.

Not in limitation of the other disclaimers and limitations of liability set forth above, Seller does not warrant the accuracy of and results from product or system performance, recommendations resulting from engineering analysis or study. This applies regardless of whether a charge is made for the recommendation, or it begin provided free of charge.

Responsibility for selection and determination of the proper Products, their application, and installation rests solely with the Purchaser. In the event of errors or inaccuracies which are finally determined by a final judgment of a court of competent jurisdiction to have been caused by Seller, its liability will be limited to the cost of Products.

**Indemnification:** Purchaser hereby agrees to indemnify and hold harmless Seller and each of its subsidiaries, affiliates, shareholders, directors, officers, employees and agents and its and their successors, assigns, heirs and affiliates from and against any and all damages, losses, claims, costs, fees (including court costs, expert witness fees and reasonable attorneys' fees) and expenses incurred or suffered by Seller as a result of (I) Purchaser's (a) late payment or non-payment hereunder including the costs of collection, (b) misuse or alteration of the Products sold hereunder or (c) misrepresentation regarding the use, quality or suitability of any of the Products sold hereunder or (II) any action, demand or claim brought by any direct or indirect customer or agent, or other person, in the chain of title which action, demand or claim is based on any cause of action whatsoever except for a cause of action limited to and based solely on the first sentence of the Section entitled "Warranty" hereof.

**Return of Products:** No Products may be returned without having first secured the written authorization from Seller in the form of a Return Material Authorization (RMA) which is prescribed by Seller in its sole and absolute discretion. Only standard, non-obsolete and non-special orders, for material ordered within two months of the

date of the RMA which are packaged in non-damaged original cartons and in resalable condition, may be returned by Purchaser FOB Seller. All delivery for returned Products costs shall be borne by Purchaser. Returned Products are subject to a 25% restocking charge of the original purchase price.

**Deliveries:** Unless otherwise specified all Products are FOB Seller North American facilities and any exception to this will be noted in the quotation. When the freight and cartage are included in the price, the prices quoted are based on present freight and cartage rates from the point of shipment to the place of delivery. Any increase or decrease in these rates shall be added to or deducted from the prices stated in the invoice.

**Conditions of acceptance of order** The Seller shall not be bound by the order until it has been expressly accepted in writing by an order receipt. Upon acceptance of the order, the Purchaser may not modify or cancel the order unless he has obtained the Seller's prior written approval.

**Modification – Cancellation of order** Any modification and/or cancellation of an order of Products and/or services shall, except in cases of Force Majeure, as defined below, only be taken into consideration by the Seller at its sole discretion and remain subject to its prior written agreement. The economic consequences of any nature of such order cancellation or modification shall be borne by the Purchaser.

**Errors or Shortages:** Must be reported in writing to the Seller within three days of the receipt of the material. Otherwise, they shall be considered accepted.

**Transfer of risks & Title:** Transfer of risks shall be in accordance with the applicable INCOTERM in the order. Until payment is received, the Products remain the property of Seller regardless of the manner which such Products may be attached to any real property. Title to the Products shall not transfer to the Purchaser until all payments to be made by the Purchaser have been made in full to Seller. Risk of loss, injury to, or damages due to destruction of the Products will pass to the Purchaser upon unloading and shipment for delivery to the Purchaser and will not release the Purchaser of its obligations or duties under this contract, nor lower or lessen the amount which the Purchaser is required to pay Seller. The Purchaser will not allow the Products to be permanently removed from the place to where they were delivered by Seller unless in the ordinary course of Purchaser's business. The Purchaser will not allow any other person to have an interest in the Products or a claim, lien, security interest or other encumbrance, against the Products unless in the ordinary course of business. Seller reserves and Purchaser grants a purchase money security interest in the Products and the proceeds therefrom which are the subject of orders and Seller reserves the purchasers' rights of a secured party under the Uniform Commercial Code. Purchaser may in its discretion execute and file all necessary financing statements and other documents evidencing this security interest with the appropriate State authorities. Seller may have reasonable access to Purchaser facilities to exercise its remedies as a secured party. The provisions of applicable state law including without limitation, if and to the extent applicable, the Illinois Die and Lien Act or any successors statutes is applicable to this transaction.

**Force Majeure:** Seller will not be responsible nor will allowances be made for any delay in producing, distributing, procuring, delivering or servicing products caused by Acts of God, fires, civil commotion, war, acts of terror, riot or insurrections, plagues or pandemics, strikes or differences with or amongst workman, government interference, inability to secure transportation, accidents, weather conditions, timing of deliveries from Seller's vendors and suppliers, or any other contingencies not under Seller's control, or which could reasonably not have been anticipated or prepared for. Should any of the foregoing conditions continue for a period of 30 days after its occurrence, Seller may, at its option, delay fulfillment of this order until the force majeure event abates or cancel this order without incurring any liability therefore to the Purchaser.

**Tolerances and Variations:** Except for any variances and particulars specified by the Purchaser and agreed to in writing by Seller, the Products being sold to Purchaser are produced in accordance with Seller's Standard Practices. All Products, however, are subject to tolerance and variations consistent with good manufacturing practices, with regard to dimension, weight, sections, composition, mechanical and electrical properties; to normal variations in surface and internal conditions in quality, and in deviation from tolerances and variations consistent with practical testing and inspection methods.

**Deviations from Manufactured Quantities:** Seller may require a deviation on quantity of +/- 10% on production

runs.

**Assignment:** Purchaser agrees not to assign or encumber any of its rights or duties hereunder without the prior written consent of Seller in its sole discretion.

**Default or Breach:** If the Purchaser does not comply with any term or condition of these General Conditions, Purchaser shall be in default. When the Purchaser is in default, Seller may require immediate payment of the amounts due and remaining without formally demanding payment from the Purchaser or formally notifying the Purchaser that the payments are immediately due. Seller may, but is not required to, take possession of the Products, dispose of them (by sale, lease, or otherwise), as Seller sees fit, and keep all payments heretofore made by the Purchaser. Retaking and/or sale of all or any part of the Products shall not operate to release the Purchaser from the obligation to pay in full all amounts agreed to be paid by the Purchaser.

**Governing Law & Jurisdiction:** The Terms and Conditions shall be construed in accordance with and governed by the laws of the Province of Quebec and the rights given to the parties hereunder are cumulative and are in addition to every remedy herein given or now or hereafter existing at law, in equity or by statute. All actions shall be brought in the exclusive forum of the courts located in the Province of Quebec and all parties waive any claims of forum non conveniens.

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**Entire Agreement:** The parties intend that any contract arising pursuant to these Terms and Conditions and any contract or document which these Terms and Conditions constitutes their entire contract which shall be a contract for the benefit of the parties only, and shall not be a contract for the benefit of any other person. Under no circumstances shall any person be a third-party beneficiary of any such contract. Any reference to Seller used herein shall refer to the actual entity, whether Seller or any direct or indirect subsidiary or affiliate thereof who is actually selling the Products and executing the order to which these Terms and Conditions are attached.

**Severability:** If any provision of these Terms and Conditions shall contravene or be invalid under the laws of a particular state, country or jurisdiction where used, such contravention shall not invalidate the entire Terms and Conditions, but it shall be construed as if not containing the particular provision or provisions held to be invalid in that particular state, country or jurisdiction and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

**Confidentiality – Intellectual Property:** The Seller is the owner of all information relating to particular to drawings, plans, specifications, documents, information or know-how that he may communicate under the Terms and Conditions, as well as all know-how, improvements, discoveries or inventions that may be made, developed or conceived during the performance of the business relationship and these General Conditions or that may arise or result therefrom (hereinafter the “Information”). The Purchaser shall guarantee the confidentiality of the Information referred to above and shall impose the same obligation of confidentiality on its employees, agents, suppliers or co-contractors. The Purchaser undertakes not to use, copy, reproduce, disseminate, communicate or publish in any way or facilitate access to or enjoyment of the said Information to any third party without the prior written consent of the Seller. The Information referred to in this article shall remain the property of the Seller who shall have made it available to the Purchaser solely for the purposes of the Terms and Conditions.

**Compliance with legislation and standards ethics:** The Parties undertake to comply with, and to ensure that their third parties (in particular suppliers and subcontractors) comply with, the legal and regulatory provisions inherent in their professional activities, as well as national and international provisions relating to :

- the fight against fraud;
- the fight against corruption and influence peddling;
- the fight against financial crime (in particular money laundering, insider trading and the financing of terrorism);

- fundamental workers' rights (notably the prohibition of the use of any form of forced or child labor, the protection of workers' health and safety, and social freedoms);
- anti-competitive practices;
- protection of personal data;
- environmental protection.

Each Party also undertakes to prevent any conflict of interest.

Each Party,

- will not, by act or omission, do anything that could render the other Party liable for non-compliance with the aforementioned regulations;
- implement and maintain its own ethics policies and procedures;
- inform the other Party without delay of any event which comes to its attention and which (i) could result in a breach of the above provisions, in the context of the performance of the obligations set out in this contract, or (ii) could give rise to liability on its part.

Each Party reserves the right to request proof from the other Party that it has taken measures to comply with the provisions of this clause.

The Buyer declares that it and its affiliates are not subject, directly or indirectly, to any sanctions or restrictive measures program issued by any national or international organization (including the Council of Europe, Office of Foreign Assets Control US Department of the Treasury ("OFAC")). Should such an event be foreseeable and/or occur definitively, the Buyer undertakes to inform the Seller without delay, who shall have the right to terminate the Contract without notice or compensation.

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In the event that the Buyer is, directly or indirectly (through its directors, beneficial owners, employees, affiliates, and more generally any natural or legal person working with or for it) investigated or sanctioned under one or more of the national and international provisions mentioned in the present article, it shall inform the Seller without delay, who shall have the right to terminate the Contract without notice or compensation.

Any breach by either Party of the provisions of this clause shall be deemed a serious breach entitling the other Party to unilaterally terminate this Contract without notice or compensation, and subject to payment of all damages to which such Party may be entitled as a result of such breach.

Each Party shall be solely liable for any breach of the said legal or regulatory provisions, whatever they may be, without being able to call the other Party as guarantor.

