

General Terms and Conditions of Sale¹

1. Applicability

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods and services ("Goods") by PEIKKO CANADA INC. ("Seller") to the buyer of such Goods ("Buyer").

(b) The related quotation, order confirmation, purchase order, sales order form and/ or other similar document(s) (the "Sales Proposal") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery

General delivery terms shall be as set forth in the Sales Proposal. The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order. Seller shall not be liable for any delays, loss or damage in transit. Title, risk of loss, and the requirement to insure against and bear any loss passes FOB Seller's location, upon the taking of possession of the goods by the carrier, unless otherwise set forth in the Sales Proposal.

3. Non-delivery

Seller shall not be liable for any non-delivery of Goods. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Amendment and Modification

These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

5. Inspection and Rejection of Nonconforming Goods

(a) Buyer shall inspect the Goods within three (3) days following receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) Good(s) shipped is different than identified in Buyer's purchase order; or (ii) Good(s) label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods; or (ii) credit or refund the price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replacement(s).

(c) Price. Price and payment terms shall be as set forth in the Sales Proposal. If prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted therein, and Buyer shall be billed by Seller on the basis of such increased prices. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder. Buyer shall not withhold payment of any amounts

due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

6. Limited Warranty

(a) Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in the Sales Proposal, if any.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 6(a), UNLESS OTHERWISE AGREED TO BY AN OFFICER OF SELLER IN WRITING, SELLER DISCLAIMS ANY AND ALL WARRANTIES AND SPECIFICALLY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR ANY THIRD PARTY PRODUCT (i.e., PRODUCTS MANUFACTURED BY A THIRD PARTY), INCLUDING, BUT NOT LIMITED TO, ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Seller shall not be liable for a breach of the warranty set forth in Section 6(a) if: (i) Buyer makes any further use of such Goods; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods.

(d) Subject to Section 6(c) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(e) THE REMEDIES SET FORTH IN SECTION 6(d) SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 6(a).

7. Limitation of Liability

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES EXCEPT IF IT IS ESTABLISHED THAT SELLER HAS COMMITTED AN INTENTIONAL OR GROSS FAULT WITHIN THE MEANING OF ARTICLE 1474 OF THE CIVIL CODE OF QUÉBEC.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

8. Indemnification

Buyer shall indemnify Seller its employees, sub-contractors, and agents from, and defend and hold Seller harmless from and against, any losses suffered, incurred or sustained by Seller or to which Seller becomes subject, resulting from, arising out of or relating to any claim related to Buyer's alleged acts or omissions under the Agreement.

9. Termination

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

¹ These general terms and conditions of sale are available at www.peikko.ca/tc and have been incorporated by reference in all respects in purchase or sales orders or Sales Proposals for goods or services. If you would like a hard copy by mail, please e-mail us at info@peikko.ca

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10. Waiver

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Confidential Information

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, buyer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller’s request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section.

12. Force Majeure

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

13. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

14. Compliance with Laws

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

15. Governing Law; Judicial forum

The governing law of this Agreement shall be the internal law of the province of Québec. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the province of Québec. By purchasing Goods directly from Seller, Buyer agrees that any controversy or claim arising out of or relating to this Agreement or arising out of or relating in any way to its purchase or attempted purchase of any Goods directly from Seller shall be submitted to the exclusive competence of the courts of the district of the Seller’s domicile.

16. Place of conclusion of the Agreement

The Agreement shall be deemed to have been concluded at Seller’s domicile regardless of the place where the negotiations have taken place, the place and time of the acceptance of the offer to contract and the place of its execution.

17. Notices

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Proposal or to such other address that may be designated by the receiving party in writing.

18. Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Survival

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law; Judicial forum, and Survival.

Peikko CANADA Inc.

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Revisions:

Version:	Published and effective since:	
1.0	June 2017	
1.1	2020-08-11	Section 12; Covid-19 clause added.
1.2	2023-05-03	Section 12; Covid-19 clause deleted.