



## **Aldes Canada – General Terms and Conditions of Sale**

### **1. Purpose**

These Terms and Conditions of Sale (the "**Terms**") set out the respective obligations of Aldes Canada and its Customers in their contractual relationship relating to the sale of Products by Aldes Canada to the Customers.

The Terms apply to any Order placed by a Customer with Aldes Canada, unless the parties have expressly agreed in writing to waive their application in order to agree to different terms and conditions of sale. They may be amended at any time by Aldes Canada, without prior notice, by posting a new version. It is the Customer's responsibility to review these Terms before submitting a Purchase Order.

### **2. Definitions**

In these Terms, the following capitalized words and expressions have the meanings specified below:

**"Aldes Canada"** refers to 9228-5329 Québec Inc., a corporation having its head office at 100 Carter Street, in the municipality of Saint-Léonard D'Aston, in the province of Québec.

**"Customer"** and **"Purchaser"** mean any person, including any corporation, company or other entity acting through an authorized representative, who submits a Purchase Order to Aldes Canada for the purchase of a Product.

**"Order"** means a formal commitment by a Customer to purchase Products as detailed in a Purchase Order received by Aldes Canada and which Aldes Canada has explicitly agreed to fulfill in whole or in part. In the event of a partial acceptance of an Order, such acceptance shall constitute an order and not a counteroffer.

**"Pricing"** means the list of prices applicable to Products offered by Aldes Canada and generally applied by Aldes Canada to all of its clientele, which list of prices may be provided to the Customer upon request and may be updated from time to time at Aldes Canada's sole discretion and without prior notice to the Customer; pricing is established in Canadian dollars and excludes any specific pricing, tariffs, or discounts that Aldes Canada may agree to grant to certain of its clients from time to time.

**"Product"** means any product offered for sale by Aldes Canada, including through its catalogues or websites.

**"Purchase Order"** means any order form in a format approved by Aldes Canada, which includes a summary of an order, including the Products and their prices.

### **3. Selling Price & order conditions**

The Customer agrees that the selling price of each Product shall be determined at the time of acceptance of the Purchase Order by Aldes Canada and in accordance with Aldes Canada's Pricing in effect at that time.

Prices specified in an Aldes Canada quote remain valid for 30 days, unless otherwise specified by Aldes Canada.

By submitting a Purchase Order to Aldes Canada, the Customer acknowledges having reviewed the current Pricing for the Products covered by the Purchase Order.



Minimum order amount is \$250.00 CAN. Orders for less than \$250.00 CAN, excluding freight or taxes, will be invoiced a "minimum order complement charge of \$100.00 CAN.

#### **4. Terms of Payment**

Any amount owed to Aldes Canada by the Purchaser in connection with an Order is due on the date Aldes Canada issues the related invoice, unless otherwise specified by Aldes Canada.

Aldes Canada may, at its discretion, choose to proceed with the partial dispatch of an Order. In such a case, the Purchaser's payment obligations will be determined solely based on the Products delivered or shipped, as applicable.

The Purchaser's payments are due at Aldes Canada's head office. The Purchaser agrees to comply with Aldes Canada's reasonable instructions as to the manner of making payment.

#### **5. Late Payment**

In the event of late payment, the Purchaser shall pay interest charges of 18% per annum as late fees, calculated daily, and shall reimburse Aldes Canada for all collection costs incurred by it, including all reasonable legal and extrajudicial fees paid by Aldes Canada, as applicable.

#### **6. Applicable Taxes**

All Orders are subject to applicable taxes, including sales taxes, which are entirely at the Purchaser's expense.

#### **7. Delivery Charges**

If Aldes Canada agrees to arrange, in whole or in part, the delivery of a Product, the Purchaser agrees that the delivery fees quoted by Aldes Canada for this purpose are approximate and provided for informational purposes only.

The Purchaser agrees that all applicable delivery fees are their sole responsibility and further agrees to pay Aldes Canada all handling and delivery costs incurred by Aldes Canada in connection with the Purchaser's Order. The Purchaser also agrees to pay any delivery fees charged directly by the freight carrier.

#### **8. Delivery Times**

If delivery times are provided by Aldes Canada, they are for informational and approximate purposes only. While Aldes Canada wishes to ensure that delivery times quoted to or requested by the Purchaser are met, the Purchaser agrees not to hold Aldes Canada liable for any delivery delays or damages, if any, resulting therefrom.

The Purchaser agrees that, once a Purchase Order has been accepted by Aldes Canada, it becomes an irrevocable Order, even in the event of a delay in the indicated delivery time or the preparation time for pick-



up (as applicable). Such delays do not entitle the Purchaser to cancel the Order, request a price adjustment, or claim any compensation.

## **9. Verification and Inspection of Delivered Products**

The Purchaser agrees to verify the contents of each delivery related to an Order, including the quantity and quality of the Products, upon receipt and, where applicable, before accepting the delivery from the carrier. The Purchaser acknowledges that their acceptance of a delivery without reservation shall constitute its acknowledgment that the delivered Products conform to the Order.

In accordance with the transfer of risk rules set out in these Terms, the Purchaser accepts that any loss relating to damage to the Products caused by transport shall be borne entirely by it, subject to their rights and remedies against the carrier, if any.

Following receipt of an order, the Purchaser agrees to conduct a diligent and reasonable inspection of the Products within three (3) calendar days to identify any apparent non-conformity. Failure to comply with this obligation or to notify Aldes Canada promptly if a non-conformity is identified during this inspection shall release Aldes Canada from any liability in this regard, subject to any conventional warranty applicable to the Product.

## **10. Accuracy of Information Provided by The Purchaser**

It is the sole responsibility of the Purchaser to ensure the accuracy and completeness of the information provided on a Purchase Order and the information required by Aldes Canada to fulfill an Order, including information required for delivery of a Product. Any costs charged by carriers to Aldes Canada or to the Purchaser as a result of inaccurate or incomplete information provided by the Purchaser shall be entirely borne by the Purchaser.

## **11. Delay in Collection or Delivery Caused by the Purchaser**

If the Purchaser fails to take delivery of a Product at the time Aldes Canada or the carrier, as applicable, offers to deliver the Product to the Purchaser, the Purchaser agrees that all of its obligations with respect to such Product shall become immediately due and payable without notice or delay. In such cases, the Purchaser agrees that the transfer of risk of the Product shall pass immediately to the Purchaser, unless such transfer of risk has already occurred.

In the event of Purchaser's failure to accept delivery of a Product, the Purchaser agrees to pay all reasonable administrative and storage costs, at Aldes Canada's discretion.

## **12. Orders Are Irrevocable**

Any Purchase Order accepted by Aldes Canada constitutes an irrevocable promise by the Purchaser to enter into a sale for the Products specified on the Purchase Order.



At its sole discretion and upon request by the Purchaser, Aldes Canada may release the Purchaser, in whole or in part, from their obligations related to an accepted Purchase Order or arising otherwise from the application of these Terms. The Purchaser agrees that any waiver by Aldes Canada of its rights, or any modification of the Terms for an accepted Purchase Order, must be expressly made in writing to be valid and may be subject to additional terms set by Aldes Canada, including the payment of additional fees.

No returns of Products will be accepted. If Aldes Canada accepts, on an exceptional basis, a return of a residential Product, the Customer agrees to pay the return shipping charges and to assume the risks associated with transportation, until the Products are received at the location designated by Aldes Canada. In such cases, the Customer shall pay to Aldes Canada a restocking fee equal to 30% of the price of the returned Products.

### **13. Reservation of Ownership**

Aldes Canada retains full ownership rights to the Products until full payment of all amounts owed by the Purchaser in connection with the order of these Products is received. The Purchaser agrees that Aldes Canada may record any notice, registration, or right in any public registry to protect its ownership rights to the Products.

Without limiting the foregoing, amounts owed by Purchaser in connection with an Order shall include all charges payable to and incurred by Aldes Canada in connection with the Order, including: the sale price of the Products, related shipping and handling fees, fees associated with invoicing and preparing Product documentation, service charges, late fees, collection fees, and payment processing fees.

Until ownership of the Products is transferred to the Purchaser, the Purchaser agrees not to grant, lease, sell, pledge, or otherwise encumber the Products, nor to offer to do so. Unless expressly authorized by Aldes Canada, the Purchaser further agrees to keep the Products at the delivery address provided by Aldes Canada or, if the Purchaser has taken possession, at the address specified in the Purchase Order, as applicable. The Purchaser shall also explicitly indicate that the Products remain unpaid and are the property of Aldes Canada.

### **14. Transfer of Risk**

Unless otherwise agreed by the Purchaser and Aldes Canada, Purchaser agrees that Purchase Orders and Orders are subject to Incoterms 2020 EXW (Ex Works) at Aldes Canada's facility. Accordingly, all responsibilities and risks related to the Products, including any risk of damage during transport, are transferred to the Purchaser as soon as the Products are made available to the Purchaser, including to the carrier, at Aldes Canada's facility. Purchaser agrees to assume full responsibility for all costs and formalities related to the removal, transportation, export, and import of the Products, including insurance and customs charges, as applicable, even when Aldes Canada agrees to arrange transportation for the Purchaser's benefit.

### **15. Insurance**

The Purchaser acknowledges and agrees that they are responsible for obtaining an insurance policy covering the Products against all risks of loss, theft, damage or destruction, from the time of transfer of risk until ownership of the Products is transferred to them in accordance with these Terms.



## **16. Intellectual Property**

The Purchaser agrees to act in a manner that does not challenge or infringe, directly or indirectly, any patent, trademark, industrial design or copyright of Aldes Canada or any of its affiliates or those used under license by Aldes Canada or any of its affiliates.

If Aldes Canada expressly authorizes the Customer to distribute a Product in a territory, Aldes Canada grants to the Customer, for that territory, a non-exclusive, non-transferable, limited, revocable license to use the trademarks of Aldes Canada or its affiliates, if any, in connection with the Product in Customer's marketing materials or on the Customer's websites solely for the purpose of reselling the Product. When using a trademark referred to in this paragraph, Customer agrees to include a public notice that the trademarks are owned by Aldes Canada or its affiliates, as applicable, and used under license. Customer agrees and undertakes to use the trademarks in strict accordance with Aldes Canada's standards and guidelines, which may be communicated and updated by Aldes Canada from time to time. Aldes Canada reserves the right to terminate this trademark license at any time, upon notice, without cause or delay and without terminating these Terms.

## **17. Conventional Product Warranty**

The Products may be subject to a conventional limited warranty from Aldes Canada, the duration, exclusions, and terms of which may be specified by Aldes Canada from time to time, including in Aldes Canada's Product documentation. The Purchaser may, at any time and at no cost, request a copy of the warranty documentation for any Product of Aldes Canada, by submitting a written request to Aldes Canada. The Purchaser acknowledges that it is their responsibility to review this documentation before submitting a Purchase Order and to request such documentation, if applicable, if they do not have a version of this documentation that is less than six months old. By submitting a Purchase Order, the Purchaser acknowledges having reviewed and accepted the terms of the warranty documentation for the Products listed in the Purchase Order.

Aldes Canada warrants to the Purchaser that any new Product manufactured by Aldes Canada shall be free from latent defects for the period specified in Aldes Canada's Product documentation, if applicable, and shall be fit for the purpose(s) specified in such documentation, provided that the Product is installed, maintained, serviced and used in accordance with Aldes Canada's documentation for this Product and under normal conditions of use. The Purchaser acknowledges that Aldes Canada's Product documentation includes technical specifications, installation instructions, user manuals, maintenance recommendations, and any other documentation relating to the proper or safe use of the Product.

If the Purchaser believes that any Product (materials or parts) manufactured by Aldes Canada and bearing its nameplate is defective, the Purchaser must immediately notify Aldes Canada in writing and obtain instructions from Aldes Canada. The Purchaser agrees to provide Aldes Canada with such reasonable evidence as Aldes Canada may require to determine whether the conventional warranty applies, including whether the installation, maintenance or use is in accordance with Aldes Canada's Product documentation. The Purchaser agrees to notify Aldes Canada in writing prior to the expiration of the applicable conventional warranty period specified in the Product documentation, failing which Aldes Canada shall be fully discharged of its warranty obligations.

Unless otherwise agreed between the Purchaser and Aldes Canada, the Purchaser agrees to pay the transportation costs for returning a Product to Aldes Canada for any warranty claim. These costs will be reimbursed to the Purchaser if, upon receipt of the Product, Aldes Canada concludes that the conventional warranty applies. Notwithstanding the foregoing, Aldes Canada will not reimburse any portion of the transportation costs in excess of the most economical shipping charges that would have been payable by the Purchaser to transport the Product to Aldes Canada from the destination where the Product was



originally delivered. If Aldes Canada determines after reasonable evaluation that a defect is covered under a conventional warranty, Aldes Canada may, in its sole discretion: (i) replace the defective Products or components, or (ii) repair or cause to be repaired the defective Products or components, and ship the replacement or repaired Product to the Purchaser.

Unless expressly stated otherwise in Aldes Canada's Product documentation, or required by applicable law, any conventional warranty is granted exclusively for the benefit of the Purchaser and is non-assignable and non-transferable, including to the Purchaser's successors or assigns.

The warranty provided herein is exclusive and in lieu of all other warranties, oral or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Aldes Canada's liability is limited to the repair or replacement of materials or parts as specified above.

Aldes Canada's warranties cover materials and parts only and expressly exclude labour costs.

## **18. Limitations of the Warranties Provided by Aldes Canada**

To the fullest extent permitted by applicable law, Aldes Canada's only warranties with respect to Products manufactured by Aldes Canada are those expressly set forth in these Terms and those which may be expressly set forth in Aldes Canada's Product documentation, if applicable.

Aldes Canada's liability with respect to the Products is limited to the repair or replacement of the Products or their components, as applicable, as set forth in these Terms.

## **19. Customer's Liability for Representations to Third Parties Concerning the Products**

The Customer agrees to take all necessary steps to ensure that any representations made to third parties with respect to the Products, including by its employees, agents, officers, directors, distributors and subcontractors, remain at all times consistent with the documentation prepared and provided by Aldes Canada relating to the Products, as well as any written instructions that may be provided by Aldes Canada from time to time in this regard. Without limiting the foregoing, the Customer agrees to: (a) not alter or remove any of Aldes Canada's markings or documentation relating to the Products, including those related to the warranties offered by Aldes Canada or the safe use of the Products; and (b) take all necessary measures to avoid any false or misleading representations with respect to the Products.

In the event of non-compliance with the obligations set forth in this clause, the Customer agrees to fully indemnify Aldes Canada for any claims or damages arising therefrom. The Customer also agrees to defend, indemnify and hold harmless Aldes Canada, its authorized representatives, agents, officers, directors and affiliates from and against any third-party claims related to the Customer's breach of the obligations set forth in this clause.

If the Purchaser offers, lends, leases, sells, assigns, or otherwise distributes the Products to third parties, the Purchaser agrees to provide such third parties with a written warranty that is at least as favourable as the conventional warranty provided by Aldes Canada to Purchaser. Such written warranty shall clearly state that the warranty is provided exclusively by the Purchaser and not by Aldes Canada. Purchaser agrees to assume the obligations of any warranty to be provided to third parties hereunder at Purchaser's sole cost and expense. Customer agrees to fully indemnify Aldes Canada against any third-party claim arising out of any warranty that Purchaser has undertaken to provide hereunder, including any failure by Purchaser to provide such warranty.



## **20. Force majeure**

The Customer acknowledges and agrees that Aldes Canada shall not be held liable for any failure or delay in performing its obligations under these Terms, including in respect of an ongoing Order, if such failure or delay is due to a force majeure event. For the purposes of these Terms, a force majeure event means any event beyond the reasonable control of Aldes Canada, including, but not limited to: civil unrest, war, fire, flood, earthquake, extreme weather conditions, telecommunications or power failures, decisions by governmental or judicial authorities, accidents, strikes (whether legal or illegal) or labour disputes, acts of terrorism, pandemics, public health emergencies, communicable diseases, quarantines or other natural disasters. The Customer agrees that Aldes Canada shall be relieved of the performance of its obligations for the duration of the force majeure event and thereafter for any additional period reasonably required to allow Aldes Canada to re-establish its normal operations following the force majeure event.

If the force majeure event is of a permanent nature or extends beyond 30 days, Aldes Canada may, upon written notice to the Customer, terminate all or part of the parties' obligations under these Terms, including those related to an ongoing Order. In such cases, the client agrees to release Aldes Canada from any liability for damages arising from the exercise of this right by Aldes Canada.

## **21. Revision for Unforeseen Events**

If the performance of Aldes Canada's contractual obligations under these Terms, including those related to an ongoing Order, becomes excessively onerous due to an event beyond its reasonable control and unforeseeable at the time of acceptance of the Purchase Order, and if Aldes Canada cannot reasonably avoid or overcome such event, Aldes Canada may request modifications to the parties' obligations to mitigate the effects of the event. In such a case, Aldes Canada and the Customer shall, within ten (10) days of the invocation of this clause, agree on revised obligations, considering the consequences of this event. If no agreement is reached within this time frame, Aldes Canada may cancel the Order, in whole or in part, without further notice or delay. The Customer agrees to hold Aldes Canada harmless for any damages arising from Aldes Canada's exercise of this right.

## **22. Applicable Law and Choice of Forum**

Orders and Purchase Orders, including applicable conventional warranties, are governed exclusively by the laws of the Province of Quebec and the laws and regulations of Canada applicable therein.

Aldes Canada and the Customer agree that the courts of the judicial district of Montreal, in the Province of Quebec, shall have exclusive jurisdiction to resolve any dispute, including any claim, related to a Purchase Order, an Order, or these Terms.

## **23. Indemnification and Limitation of Aldes Canada's Liability**

The Customer agrees to indemnify Aldes Canada for any damages arising from its failure to comply with these Terms. Customer also agrees to defend and indemnify Aldes Canada against any and all claims related to Customer's breach of these Terms.

Subject to applicable law, the Customer acknowledges and agrees that Aldes Canada's liability in connection with the Products is limited to the amount paid by the Customer for the Products. In no event shall Aldes Canada be liable for any consequential damages of the Customer, including but not limited to lost profits, even if foreseeable, even if the damages are related to Aldes Canada's Products.



## **24. Language / Langue**

The Purchaser acknowledges having requested that these Terms be drawn up exclusively in English and therefore, the Purchaser and Aldes Canada hereby agree to be bound exclusively by the English version of these Terms and to have all related documents drawn up exclusively in English. *L'acheteur reconnaît avoir demandé que les présentes conditions soient rédigées exclusivement en anglais et, par conséquent, l'acheteur et Aldes Canada conviennent d'être liés exclusivement par la version anglaise des présentes conditions et que tous les documents qui s'y rattachent soient rédigés exclusivement en anglais.*