



GENERAL CONDITIONS OF SALE HYDRAUNAV

- 1- Conditions.** These Terms and Conditions of Sale are intended to represent the complete expression of the terms applicable to any sale of goods or services by Seller. Therefore, no condition set forth in a purchase order or confirmation form can modify these terms and conditions of sale.
- 2- Acceptance of orders.** All orders are subject to final acceptance by Seller and are subject to Seller's terms in effect at the time of delivery. Seller will not recognize inconsistent buyer terms and conditions unless specifically agreed in writing.
- 3- Prix.** Orders will be accepted on the basis of the application of the prices which are in force on receipt of the order, unless otherwise agreed. Indirect taxes federal, provincial, state or local, including, including, but not limited to, harmonized sales taxes or taxes use, transfer taxes or any other tax similar, as well as customs duties, taxes and associated costs (including storage charges and customs brokers' fees) associated with the importation of a product from outside of Canada, are not included in the price offered for the goods and added thereto if necessary. Seller reserves the right to change prices on any order for any changes authorized by Buyer, after Seller has accepted the order.
- 4- Shipping.** Shipping terms are FOB point of dispatch, in accordance with what is indicated on the Invoice. The title of the transport of goods changes to buyer at the time of shipment. Without shipping instructions, the goods will be shipped by any shipping method the seller deems appropriate. The seller reserves the right to make deliveries of goods as soon as they are available, unless otherwise agreed.
- 5- Responsibility for delivery.** The seller shall not be liable for any delay or stoppage in the performance of orders or contracts or in the delivery or shipment of goods, or for any loss or damage suffered by the buyer due to such delay or stoppage of the Goods, where the delay or stoppage is, directly or indirectly, beyond the Seller's reasonable control, including, without limitation, fire, explosion, flood, act of God, inability to obtain the materials, goods, equipment, services, utilities or labor required to enable it to perform its obligations; failure to obtain necessary permissions or authorizations; THE strikes, walkouts, labor disputes, blockades or industrial disturbances, power failures, restrictions imposed by the competent governments, transportation delays, riots, insurrections, war, warlike activities, sabotage, terrorist attacks or any other cause reasonably beyond the control of the Seller, whether similar to or different from the causes listed. Delivery dates shown are based on Seller's best estimate of when the Goods will realistically be delivered to the carrier and are subject to confirmation at the time of acceptance of any resulting order. The seller reserves the right to make faster or partial shipments and to invoice the buyer accordingly. The lead times listed are FOB our office, unless otherwise indicated by the seller.
- 6- Loss or damage in transit.** The seller declines all responsibility for loss, damage or theft occurring during transport. Such claims should be made promptly by Buyer to the carrier. The risks are transferred to the buyer when the seller transfers the goods to the carrier.
- 7- Terms of Payment and Overdue Accounts.** All payments must be made in accordance with the terms of payment specified in writing by Seller. If no terms of payment are specified in writing by Seller, terms of payment shall be net 30 days from date of invoice. Seller reserves the right to change the payment terms that apply to a buyer at any time (and to request payment in full prior to delivery of the goods) after providing Buyer with written notice of its decision to do so, and in such event the revised payment terms shall apply to all orders accepted by Seller after the date of such written notice. Buyer's failure to make payment when due is a material breach of these Terms and Conditions. All invoices not paid when due bear interest at the rate of 1½% per month (18% per annum) until paid in full. Special orders or export shipments will be prepaid by wire transfer or credit card, unless otherwise agreed to in writing by Seller. No holdback of payment by Buyer will be permitted unless specifically agreed in writing by Seller. Any amount due becomes due and payable immediately in the event of a change of ownership, seizure or enforcement action against the buyer or his representative, unless otherwise agreed.
- 8- Warranty.** Each item offered by Seller is warranted exclusively and solely under the policy of the item's manufacturer, and no warranty is given by Seller unless otherwise stated in writing. Any modification or assembly is made at the request of the buyer and the responsibility lies with him. Seller shall not be liable for unauthorized repairs, or damage resulting from such repairs, to goods or devices, even defective ones, and in no event its liability shall not extend to equipment or devices other than those supplied by it. The seller assumes no liability for damage to the goods or appliances due to improper installation or attempts to operate them, or their operation outside the range of their rated capacity, whether such operations are intentional or not. Seller makes no other warranties of any kind, express or implied, and all warranties of title, quality, merchantability, or fitness for a particular purpose are hereby disclaimed by Seller and excluded. of these general conditions of sale.
- 9- Limitation of liability.** Seller shall not be liable for lost profits or for any indirect, special, incidental, or consequential damages

whatsoever ("Damages"), whether arising under warranty, contract, negligence, strict liability, indemnification, or any other cause or combination of causes. These limitations apply even if the indicated remedy fails of its essential purpose. Further, Seller's liability is limited in all cases to the price of the specific Goods which give rise to such liability. In no event shall Seller be liable for damages arising out of delay or failure to deliver Goods, defects in material design or workmanship, or Seller's breach of any other obligation hereunder.

10- Return of goods. Goods may be returned to the Seller only after obtaining Seller's written permission and only if they are in perfect condition for resale, otherwise the shipment will not be accepted. If a buyer returns goods, a restocking fee may be levied in addition to freight charges. If the return of merchandise is the fault of the seller, a full credit will be allowed. Notwithstanding the foregoing, Seller does not accept the return of Special Order Merchandise or Chemicals, Lubricants, or other liquid Merchandise that has been opened or past its expiration date.

11- Cancellation. An order placed with the seller can only be canceled by the buyer upon receipt of the Seller's written consent and then only on terms that will compensate Seller for engineering or manufacturing costs and all other costs and commitments made by Seller. Buyer may not cancel orders for Special Order Merchandise.

12- Termination. Seller may terminate an entire order from time to time in the event of Buyer's suspension of business, insolvency, bankruptcy, reorganization, arrangement or liquidation proceedings, assignment for the benefit of creditors, actual rejection or constructive by a trustee in bankruptcy or the appointment of a receiver for the buyer's property.

13- Penalty clauses. Seller disclaims all liability for any instance of penalty clauses, written or implied, unless expressly approved in writing by an officer of Seller.

14- Suspension of execution and collection. Seller has the right to approve or deny credit to its buyers in any case. If, in Seller's sole judgment, Buyer's financial condition does not warrant the stated payment terms, Seller may request full or partial payment prior to shipment of the Goods. If the buyer refuses to make such full or partial payment before dispatch of the goods, the seller has the right to cancel the order and any other order of the buyer. Buyer agrees to provide Seller with requested credit information within two business days of such request. Buyer agrees to pay all of Seller's reasonable legal costs in the event that Seller must institute legal proceedings to collect an unpaid invoice.

15- Applicable law. These general conditions of sale

will be interpreted and applied in accordance with the laws of the Province of Quebec (excluding its conflict of law rules) and the laws of Canada applicable therein. All disputes arising out of or relating to an order are subject to the exclusive jurisdiction of the courts of Ontario. The buyer agrees to the jurisdiction of the courts of Quebec. Seller and Buyer agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions of Sale and any Offers and is hereby expressly excluded.

16- Others. The headings used throughout this document serve only to facilitate consultation and will not be taken into consideration with regard to the interpretation and application of these general conditions of sale. The parties hereto expressly require that these terms and conditions and the related documents are written in French.