

# Urecon General Terms and Conditions of Sale



## 1. Acknowledgement

- a) These terms and conditions of sale (the "Terms") shall apply to and shall form part of any contract for the sale (the "Contract") of the Seller's Goods to the Purchaser.
- b) If the sale arises pursuant to an agreement in writing between Purchaser and Seller (the "Agreement"), the terms of that Agreement shall govern in the event of any inconsistency.

## 2. General

- a) **Definition:** "Goods" means products, equipment, articles or other materials to be supplied by Seller as more particularly described in the Seller's Order Confirmation.
- b) **Extended Meanings:** Words importing the singular number include the plural and vice versa and words importing gender include all genders.
- c) **Governing Law:** The Contract shall be construed and governed in accordance with the laws of Quebec, Canada. The parties attorn to the exclusive jurisdiction of the Courts in Montreal, Quebec in connection with any disputes.
- d) **Severability:** The invalidity or unenforceability of any provision of the Contract shall not affect any other provision hereof.
- e) **Waiver:** Failure by either party to enforce any of its rights under the Contract in a particular instance shall neither constitute a waiver of its rights under the Contract, nor shall it constitute a continuing waiver or preclude subsequent enforcement thereof.
- f) **Delivery by Facsimile or Email:** The Contract may be communicated by facsimile transmission or email in pdf format and a document executed and delivered by electronic means shall be deemed to be an original document.
- g) **Entire Agreement:** The Agreement (if any), the Contract, and the Terms are the entire agreement between the parties, and there are no verbal, express or implied promises, representations, agreements, or terms between Seller and Purchaser for the purchase of Seller's Goods other than as set out therein. Without limiting the generality of the foregoing, none of Purchaser's terms and conditions shall apply and Purchaser's acceptance of Seller's Goods shall be deemed an acceptance of the Seller's terms. Amendments to the Contract (and Agreement, if any) will be made in writing and by mutual agreement only, and must be signed by the parties or their duly authorized representatives.
- h) **Conflict:** Subject to paragraph 1(b), if there is a conflict between the provisions of the Order Confirmation and the Terms, the provisions of the Order Confirmation shall prevail.

## 3. Prices and Payment

- a) **Price:** The price for Goods is the price in effect on the date of Seller's Quote to supply Goods and for thirty (30) days thereafter. The Seller reserves the right to revise the price of any Goods following the expiry of the Quote.
- b) **Currency:** All prices are in the currency specified in the Order Confirmation.
- c) **Sales Tax:** Purchaser shall pay any applicable sales taxes imposed by any governmental (federal/state/provincial/municipal) authority.
- d) **Invoices Due:** Subject to the further provisions of these Terms and the provisions of the Order Confirmation, invoices are due for payment within thirty (30) days of receipt of the invoice, and interest shall accrue on the balance of any invoice that is due and payable and unpaid thereafter at the rate of two percent (2%) per month.
- e) **No Offset:** The Purchaser may not deduct or offset any amount from the amount due to the Seller under any invoice for any reason.
- f) **General:** If there is a unit price error in any invoice, the unit price set out in the Order Confirmation will be used as a basis for correcting the invoice.

## 4. Breach

If Purchaser breaches any term of the Contract or any other contractual obligation in favor of Seller, (a) Seller may choose to defer any or all further shipments or other performance under the Contract and performance of any other contractual obligation in favor of Purchaser until Purchaser cures its breach, or (b) Seller may immediately terminate the Contract if Purchaser fails to cure such breach within ten (10) days after receipt of written notice from Seller describing such breach. In the event of a termination, all outstanding payment obligations or other indebtedness of Purchaser to Seller shall be immediately due and payable. Acceptance by Seller of less than the full amount due shall not be a waiver of any of Seller's rights under the Contract or applicable law.

Seller shall have no obligation to pay any rebate, issue any credit or make any

other payment to Purchaser unless Purchaser is fully in compliance with its payment and other obligations under the Contract and any other contractual obligation in favor of Seller. In addition, in the event that Purchaser fails to make any payment when due, Seller shall have the right to offset any outstanding payment obligations or other indebtedness of Purchaser to Seller against any outstanding payment obligations or other indebtedness that Seller or any of its affiliates may owe Purchaser.

## 5. Title

Unless otherwise provided in the Order Confirmation, title to and risk of loss of Product shall transfer to Purchaser upon delivery to the carrier at Seller's shipping point. Purchaser shall bear all risk of loss or damage in transit.

## 6. Warranties

Seller warrants that at the time of shipment (i) Goods are free and clear of all liens, encumbrances and security interests and (ii) Goods comply with Seller's published specifications (or as otherwise referenced in the Contract). Seller expressly disclaims all other representations, warranties, or conditions of any kind, whether express, implied, statutory, written or oral, including without limitation warranties or representations of merchantability or fitness for a particular purpose.

Purchaser shall inspect the Goods supplied hereunder immediately after delivery. Claims for shortages must be received by Seller in writing within forty-eight (48) hours after delivery of Goods. Seller shall be given a reasonable opportunity to inspect any shipment claimed by Purchaser to contain a shortage. Seller makes no warranty or representation, express or implied, in respect of any technical advice furnished or recommendation made by Seller or its representatives concerning any use or application of any Goods. Any attempt to remedy or correct a claimed defect by anyone not authorized by Seller to perform such work or continued use of such Goods shall void the warranty set forth above and Purchaser shall be deemed to have accepted the Goods as is, with no further obligation of Seller to Purchaser. If requested by Seller, Purchaser shall return nonconforming Goods to Seller strictly in accordance with Seller's written instructions concerning shipping, handling, insurance, and other matters. Failure to comply with these provisions shall invalidate any claim by Purchaser for breach of warranty.

### Additional One-Year Warranty - Applies to Goods Sold by Seller

Seller warrants Goods to be free of defects in materials and workmanship, provided the Goods have been properly handled and installed in accordance with Seller's instructions by the Purchaser or end user as applicable, for a period of one (1) year from the date of shipment from Seller's plant. Seller shall repair or replace at its election any portion of the Goods that fails to meet the foregoing warranty, provided that Seller has been notified of the defect within five (5) days of discovery.

### Additional Five-Year Warranty - Applies only to LOGSTOR EN-253 and PEX-FLEX PIPES and KELIT PEX PIPES Sold by Seller ("Pipe Products")

Seller warrants Pipe Products to be free of defects in materials and workmanship, provided the Pipe Products have been properly handled and installed in accordance with manufacturer's instructions by the Purchaser or end user as applicable, for a period of five (5) years from the date of shipment. The Additional One-Year Warranty shall apply to any Goods sold by the Seller as accessories in connection with Pipe Products.

## 7. Limitation of Liability

Seller's sole obligation and liability and Purchaser's exclusive remedy for any claim connected with or arising out of the Contract or any Goods supplied, whether based in tort, contract, strict liability or any other legal theory shall be for direct damages only and is expressly limited to, at Seller's option, replacement or repair, as applicable, of nonconforming Goods or payment in an amount not to exceed, in the aggregate, the purchase price of the Goods for which damages are claimed. Seller shall not be responsible to Purchaser, its customers, end users or others for any consequential or other damages, loss of profits or savings, loss of business, loss of goodwill, loss of use or production, business interruption, or any indirect, special, aggravated, punitive or exemplary damages. The limitations set out in these Terms shall survive termination of the Contract.

## 8. Force Majeure

Seller shall not be liable for delay in or non-performance of the Contract or any part thereof, resulting directly or indirectly from an earthquake, an epidemic, an act of any government authority, domestic or foreign,

including but not limited to war, quarantine, embargo, accident, disturbance, act terrorism, fire, explosion, power failure, labor conflict, including strike, slowdown or sabotage, or any other cause beyond its reasonable control.

#### **9. Seller Confidence Information**

The buyer undertakes to keep confidential all information from the seller which may be disclosed to him or which may be elaborated in relation to the contract, and he undertakes to impose a similar obligation on any contractor or agent to whom he may entrust work, or tasks in connection with the contract, with the written permission of the seller.

#### **10. Dimensions**

All dimensions are nominal, outside diameters may vary.

#### **11. Returns**

No return of merchandise will be accepted without prior approval.

#### **12. Quality**

Urecon is certified to ISO 9001 standards.

#### **13. Quantities**

Prices are based on receipt of complete order as quoted; any change in quantities subject to re-quote. This quote is based on unit prices. Urecon is not responsible for final take off quantities required for this project.

#### **14. Design**

Urecon is not responsible for system design.

#### **15. Heating Cables**

We reserve the right to ship and bill up to 105% of the required length.