

General conditions of sale Caldic Canada Inc.

1 Seller warrants that the products herein described shall conform to Seller's specifications for such products. Buyer assumes all risks and responsibility for results in the use and/or the handling of these products whether used solely or in combination with other products.

2 In accepting the products described herein Buyer shall be deemed to have declared itself familiar with the nature, hazards and use of the products and their containers and shall assume all liability resulting from or in any way connected with their possession, transportation, handling or the use thereof or their suitability for any particular use.

3 Seller makes no other warranty concerning the products than furnished herein. All recommendations made by Seller concerning uses or applications of the products are believed reliable but no warranty of results to be obtained is made. Use or application of the products is at Buyer's or its subsequent sub-buyer's election without liability to Seller.

4 Claims on account of damages or shortages at time of delivery of products shall be deemed waived by Buyer unless identified and noted on the delivery driver's bill of lading for that shipment and sent to Seller within forty-eight (48) hours from the date of Buyer's receipt at destination. Claims on account of defect in quality of products shall be deemed waived by Buyer unless made in writing within thirty (30) days from the date of receipt at Buyer's destination.

Any claim shall be made in writing sent by email to the Buyer's Customer Care Associate in Seller's offices specified in the Sales Order Confirmation. The amount of any such claim and Seller's liability shall, in no event exceed the purchase price of the product as mentioned on the invoice. Seller's weights, sizes and volumes at shipping points shall govern. In no event shall Seller be liable to Buyer for loss of profits or special indirect or consequential damages. In case of any potential recalls, Buyer shall direct any potential claims directly to the manufacturer.

5 Ownership and costs of shipping and insurance of the products shall pass from Seller to Buyer at Seller's shipping point unless stated otherwise on the face of the order confirmation, bill of lading and invoice for that shipment.

6 Prices are payable in the currency stated in the sale confirmation. Prices are subject to change without any notice unless special arrangements have been made. Clerical errors are subject to correction. Price increases outside Seller's control shall be charged back to Buyer. Buyer is responsible to pay all duties and excise taxes due on importation of the products into Canada.

If any amount due from the Buyer under any invoice, sales confirmation, these Terms and Conditions or any order or judgment given or made in relation hereto has to be converted from the currency (the "first currency") in which the same is payable or under such order or judgment into another currency (the "second currency") for the purpose of (i) making or filing a claim or proof against the Buyer, (ii) obtaining an order or judgment in any court or other tribunal, or (iii) enforcing any order or judgment given or made in relation hereto, the Buyer hereby undertakes to indemnify Seller from and against any loss suffered as a result of any discrepancy between (a) the rate of exchange used for such purpose to convert the amount in question from the first currency into the second currency and (b) the rate or rates of exchange of which Seller may in the ordinary course of business purchase the first currency with the second currency upon receipt of an amount paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof. Any amount due from the Buyer under this clause shall be due as separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of this agreement.

7 An interest rate of 2% per month (26.82% per annum) will be applicable to all arrears of payment from the date such payment was due until payment in full, with interest on overdue interest compounding monthly in arrears, both before and after judgment at the same rate.

8 Any applicable tax, such as sales tax, use tax, business transfer tax, gross receipts tax, tariffs and duty, etc., payable because of the sale may be added to the price herein specified by the Seller.

9 Returnable containers shall remain the property of Seller and shall not be used by the Buyer for purposes other than the storage of products delivered therein by the Seller. Buyer undertakes to return such containers to Seller promptly when empty to the location specified in the sales confirmation.

10 Buyer shall pay Seller container deposit charges as established by Seller and shall remit such charges when making payment for the products delivered therein. Container deposit charges will be refunded to Buyer upon return of the containers provided they are returned in good condition, within 30 days. All non-returnable containers shall be properly disposed by Buyer.

11 All sales are subject to Buyer maintaining credit standing satisfactory to Seller.

12 Force Majeure - all shipments are subject to strikes, fires, explosions, epidemics, pandemics, quarantine, changes in laws or regulations, acts or omissions of Government Authorities, lack of availability of raw material or energy, acts of God, or other contingencies beyond Seller's reasonable control. Any quantities/obligations so affected may be eliminated from the contract without liability but the contract shall remain otherwise unaffected. During periods of shortages from such causes, Seller may pro rate its products for its own uses and for its customers in its sole discretion.

13 These Terms and Conditions are not assignable or transferable by Buyer without Seller's written consent.

14 In the event Seller agrees to respond to an emergency involving product sold by Seller to Buyer where Buyer has a legal responsibility to respond to the emergency, Buyer agrees to accept the actions of Seller, its subsidiaries, associated companies, directors and agents and agrees to indemnify and save them harmless from and against all losses, damages, injuries, liabilities, actions, claims or proceedings resulting from Seller's actions at the emergency excepting such claims by their willful misconduct or gross negligence.

15 The waiver by Seller or any breach or failure by Seller to enforce any of the terms and conditions contained herein shall not in any way limit or affect Seller's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. Buyer shall comply with all rules and regulations as applicable to the products, including but not limited to all applicable Data Privacy regulations, Anti-Corruption or anti-bribery regulations, Anti-trust or anti-competition regulations, export controls/sanctions and/or any environmental regulations applicable to Buyer.

16 Seller collects and processes the personal and company data that it receives from Buyer for the purpose of the execution of the transactions, customer management, purchases, sales and/or marketing purposes. Such personal data is managed and used as set out in our privacy policy available at: <https://www.caldic.com/en-ca/privacy-statement-and-disclaimer> Such data may be exported from Canada and shared with other Caldic corporate entities and their respective agents providing services to you and be subject to inspection by foreign government and their agencies. The legal grounds are the performance of the transactions, the fulfillment of legal and regulatory obligations and/or the fulfillment of legitimate interest. The personal data shall only be passed on to processors, recipients and/or third parties in so far as this is necessary in the context of the aforementioned purposes.

17 In any instance of interpretations of translation, the French language version of this contract shall prevail in Quebec and the English language version of this contract shall prevail in the rest of Canada.