



General Terms and Conditions of Sale

1. **Contract:** These General Terms and Conditions of Sale, including without limitation, any appendixes, exhibits or schedules attached hereto (collectively, the “Terms”) shall govern the provision by **Industrie Lemieux inc.** (the “Supplier”) to the customer set out on the face of the quotation to which these Terms are attached (the “Buyer”), of the goods and/or services specified in such quotation (the “Work”) (collectively, the “Transaction”). The Buyer’s issuance of a purchase order or any other document which indicates its willingness to proceed with the Transaction following receipt of the quotation to which these Terms are referenced in or attached to, shall be conclusive evidence of the Buyer’s acceptance of these Terms, whether or not the Buyer submits its own terms and conditions as part of such acceptance or otherwise as part of the Transaction (such purchase order or such other document which indicates its willingness to proceed with the Transaction is hereinafter defined as “Order”). The Supplier shall in no way be obligated to accept any Order issued by the Buyer, whether related to the quotation to which these Terms are attached or otherwise.
2. **Quotes and Delays:** Quoted pricing is subject to change, at Supplier’s sole discretion, until an Order is finalized (i.e. mutually agreed upon and signed by both the Supplier and Buyer). Delivery dates and timeframes set out on the quotation and are subject to review and change upon issuance of an Order. In no case will the Supplier be liable for any damages on account of any delay in delivery, or non-delivery, whether or not excused hereby. Any delays caused by the Buyer (e.g. revisions, drawing release delays, etc.) will impact the completion of the Work, and may cause changes to the previously agreed upon pricing or delivery dates. The Supplier will not be liable for any delay in performance due to any cause beyond the reasonable control of the Supplier, including, but not limited to, pandemics, war, embargoes, riots, fires, floods, accidents, mill conditions, strikes, differences with workmen, shortage of supplies, transportation, fuel, labor or materials, acts of God, border shutdowns/lockouts or acts of governmental authorities.
3. **Taxes:** Any taxes under any applicable law, whether existing or enacted upon time of delivery, applicable to the Transaction, whether upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of the Work, including taxes upon or measured by the receipts from the sale thereof, shall be for the Buyer’s account, who shall promptly pay the amount thereof to the Supplier.
4. **Changes:** Any changes made to an Order, including, without limitation, to scope of supply, delivery date and price, must be mutually agreed upon between the Buyer and the Supplier in the form of a written change order (“Change Order”). The Supplier shall not be obligated to proceed with any changes to an Order until completion of such Change Order.
5. **Warranty:** The Supplier warrants that the Work shall conform to the specifications set out in the Order and be free from defects in material and workmanship under normal use and service, excluding normal wear and tear. In the event of a breach of the foregoing warranty, (subject to and upon inspection by the Supplier of any such alleged defective Work and confirmation by the Supplier that such defect exists and is the responsibility of the Supplier to remedy hereunder) the Supplier’s sole obligation shall be to repair or replace (as determined in the sole discretion of the Supplier) any defective Work (or any part thereof) that is returned by the Buyer to the Supplier’s premises with all costs of shipping, removal and reinstallation to be borne by the Buyer. The foregoing warranty shall last for twelve (12) months from the Supplier’s initial date of shipment of the Work to the Buyer. Performance issue(s) or defect(s) caused by Buyer’s failure to follow (i) the Supplier’s oral or written instructions, if any; or (ii) reasonable care processes, as to the installation, configuration, verification, storage, commissioning, use or maintenance (as applicable) of the Work or repairs to, alterations of, or work done on any Work warranted hereunder without the Supplier’s prior written authorization shall void all warranties applicable thereto. The Supplier expressly disclaims all other warranties, express or implied, with the respect to the Work, including, but not limited to, any warranty of merchantability or fitness of the Work for a particular purpose. No Work may be returned without the Supplier’s written consent, which may be given in its sole discretion.
6. **Delivery and Risk of Loss:** All deliveries are Ex Works, unless noted otherwise on the applicable quotation. All means of pick-up, delivery, transportation, and/or routing shall be mutually agreed by the parties and the responsibility for such costs shall be specifically noted on the relevant Order. The Supplier disclaims all liability associated with the Buyer’s presence on the Supplier’s property, including but not limited to, if the Buyer (or its designated transporter) is on the Supplier property in order to pick up any Work.
7. **Remedies and Limitation of Liability:** Notwithstanding anything to the contrary contained in these Terms or any other document whatsoever, the Supplier shall not be liable for any direct, indirect, consequential, incidental, special, punitive, exemplary or liquidated damages, or loss of profit and the aggregate liability of the Supplier and its insurers however arising in connection with these Terms, whether arising in contract, tort (including negligence), strict liability, warranty, indemnity or otherwise, shall be limited to the lesser of (a) the purchase price paid by the Buyer to the Supplier for the items giving rise to the claims; and (b) \$25,000. Buyer agrees to indemnify and hold the Supplier harmless from any and all claims, losses, damages or liabilities as it relates to the Transaction and these Terms (including, without limitation, any quotation or Order related thereto).
8. **Terms of Payment:** Net cash payment is due within 30 days from date of invoice, except as otherwise agreed to by the Supplier in writing. Progress payments or deposits may be required and will be identified in writing at the quote stage or subsequently in the Order. The Supplier retains all rights to charge back Buyer any/all costs associated with collection of delinquent accounts. All late payments shall bear interest at the lesser of the rate of fifteen percent (15%) per annum or the highest rate permissible under applicable law, calculated daily and compounded monthly.
9. **Credit Approval:** Acceptance of an Order, performance of Work, and subsequent shipment of Work shall at all times be subject to the Supplier’s review of the Buyer’s credit risk.
10. **Amendment and Cancellation:** These Terms, the quotation and any Order may not be amended or cancelled by Buyer, except by written agreement signed by an authorized signatory of the Supplier. If an Order is terminated, the Buyer is liable for the full amount of such Order, plus other costs attributable to termination.
11. **Intellectual Property.** All right, title and interest in and to the intellectual property of the Supplier, including, without limitation, the inventions, trade secrets, copyright, general knowledge, know-how, prior designs, prior drawings, and technology, including electronic data, in existence prior the effective date of this Order shall remain with the Supplier. All intellectual property rights, including copyrights, patents, inventions (whether patentable or not), trademarks, trade secrets, know-how, confidential information and all other rights (collectively, “**Intellectual Property Rights**”) in and to all Work delivered to the Buyer shall be owned by the Supplier. The Supplier hereby grants the Buyer a license to use all Intellectual Property Rights on a non-exclusive, non-transferable, royalty-free and perpetual basis only to the extent necessary to enable the Buyer to make reasonable use of the Work.
12. **Waiver/Severability:** Waiver by the Supplier of any of these Terms shall not constitute a waiver of any other of these Terms. If any provision of these Terms is held to be void or unenforceable such provision shall be severed here from and the remainder of these Terms shall remain operative and binding on the parties.
13. **Assignment.** The Buyer shall not assign any agreement with the Supplier without the Supplier’s prior written consent.
14. **Governing Laws:** The Transaction and these Terms shall be governed by the laws of the Province of Quebec, Canada.