



## General terms and conditions of sale

1. These General Terms and Conditions of Sale (« **T&C**») govern the sale of metal galvanizing products and other ancillary products ("**Products**") by Galvatech 2000 ("**Galvatech**") to its customers ("**Customer(s)**").
2. The price list or any quotation issued by Galvatech for the Products, as the case may be, the Product's technical and material safety data sheets, any specific application protocol or custom quotation, Galvatech's confirmation of acceptance of an order, the invoice and these T&Cs (collectively the "**Agreement**"), represent the entire agreement of the parties and supersede any prior agreement or representation, oral or written. The placement of an order or the issuance of a purchase order by the Customer shall be deemed to be an acceptance of this Agreement. In the event of any inconsistency between these T&Cs and any other document forming part of the Agreement, among others in a quotation issued by Galvatech, the latter shall prevail.
3. The Agreement shall prevail over any terms and conditions of purchase issued by the Customer, contained in any document whatsoever, including a purchase order, by reference to a website or otherwise, regardless of when they are transmitted. The processing of an order from the Customer does not constitute an acceptance of its terms and conditions and shall not be interpreted as a modification of this Agreement.
4. All quotations are valid for a period of 30 days and will automatically expire thereafter.
5. Galvatech will not be bound by any purchase order of the Customer unless it has been finally accepted by Galvatech at its sole discretion. A contract of sale will be deemed to have been entered into in Canada on the date such acceptance is given. Any purchase order for which no written acceptance has been given within 10 days will be deemed to have been refused.
6. An order accepted by Galvatech cannot be modified or cancelled and any amount due under the quotation or a price list will be payable in full, unless expressly agreed in writing by the parties, in which case a minimum administration fee of 15% of the order value will be payable.
7. The Customer must obtain a return authorization number from Galvatech before returning any Product. Products, which are to be returned at the Customer's expense, must be in perfect condition for resale (no deformed bucket, discoloured labels, etc.).
8. Galvatech reserves the right to discontinue, without notice, the sale of any Product at any time at its sole discretion.
9. The price of the Products is set out in the quote or the price list issued by Galvatech, the latter may be modified at any time without notice, at Galvatech's sole discretion.
10. Unless otherwise stated, all prices are in Canadian dollars ("**CAD**") and payments must be made in CAD by bank transfer to Galvatech's account. In the event that prices are quoted in another currency, payments must be made in that currency.
11. Prices exclude all sales taxes, goods and service taxes, customs duties, countervailing and anti-dumping duties and any other similar charges imposed by any customs or governmental authority, present or future.
12. Terms of payment are payment in advance before delivery of the Product, unless otherwise agreed between the parties and subject in all cases to credit approval by Galvatech. All unpaid invoices are subject to an annual interest rate of 18% (1.5% monthly). Galvatech will retain ownership and title to all Products sold until full payment is received and will be entitled to suspend delivery of the Product in the event of any default in payment.
13. Deliveries will be made FCA, Galvatech's facility in St-Léon-le Grand, Canada, Incoterms 2020, unless otherwise agreed between the parties or stated in any document of the Agreement.
14. Any delivery delay mentioned to the Customer is for indicative purposes only and generally varies between 1 and 10 working days from the acceptance of an order. Galvatech cannot in any event be held responsible for delays in the delivery of the Products, considering the lack of control over certain variables that affect delivery times.
15. Galvatech may, at its sole discretion, make partial deliveries of the Products to the Customer. Each delivery will constitute a separate sale and the Customer shall be liable to pay for the units delivered.
16. The Customer shall inspect the Products within 5 days of receipt ("**Inspection Period**"), and to notify Galvatech in writing during the Inspection Period of any shortages or other apparent defects in the Product, failing which the Products will be deemed conform and accepted by the Customer with respect of the foregoing.
17. Upon purchase of the Product, the Customer undertakes to read and follow the instructions and recommendations contained in the Product's technical sheet and material safety data sheet, in addition to any specific application protocols, custom quotations or other recommendations that Galvatech may issue from time to time. The Customer shall be solely liable, at Galvatech's full exoneration, for ensuring that the Product is suitable for the purpose for which it was purchased and for determining the quantity of Product required for the intended use. Any assistance provided by Galvatech in this regard may not be held against it, the assessment of the quantity required being subject to, among others, the completeness and accuracy of the data provided by the Customer. The Customer is also solely responsible for ensuring that the storage, handling and use of the Product complies at all times with all laws and regulations in force in its territory. Accordingly, the Customer agrees to defend, indemnify and hold Galvatech harmless from and against all claims, damages, liabilities and expenses, including without limitation reasonable legal fees and disbursements, arising from any claim by any governmental authority or other third party related to the Customer's failure to comply with its obligations hereunder.
18. Galvatech warrants to the Customer that, for a period of three months from delivery of the Products ("**Warranty Period**"), the Products will comply with (i) the specifications contained in the technical sheet or any specific application protocol; and (ii)

the data contained in the material safety data sheet ("**Basic Warranty**"). Any additional warranty shall be agreed upon on a case-by-case basis between the parties and shall be subject to a prior inspection, by an independent and recognized inspector (NACE certification) appointed at Galvatech's satisfaction, of the site where the Product will be used ("**Additional Warranty**"). The Basic Warranty and the Additional Warranty are hereinafter referred to as the "**Product Warranty**".

19. The Product Warranty does not apply in cases where the Product would be defective for reasons other than those expressly covered thereunder, including for causes attributable to the Customer or any third party. Among others, the following is excluded from the Product Warranty: (i) failure to follow the storage, use and other instructions contained in the technical sheet or the material safety data sheet of the Product, as well as in any specific application protocol or custom quotation issued by Galvatech in a specific case; (ii) failure to consult Galvatech prior to the application of the Product for commercial, industrial or institutional use, use under immersed conditions, in aggressive environments, etc., or as recommended in the technical sheet.
20. Any alleged defect in the Product must be notified in writing to Galvatech no later than 3 working days after the Customer becomes aware of it during the Warranty Period, as a precondition for the application of the Product Warranty. Galvatech may require the Customer to provide photographs, samples or any other information reasonably required to enable Galvatech to assess the alleged defect of the Product.
21. In the event that Galvatech determines that a Product is defective, Galvatech shall have sole discretion, after consultation with the Customer, to either (i) replace the quantity of defective Product with an equal quantity of compliant Product; (ii) refund the Customer for the quantity of defective Product; or (iii) issue a credit to the Customer on its next order. Transportation costs for the replacement of defective Products with conforming Products, as well as the risk of loss or damage during transportation, will be borne in such case by Galvatech.
22. The Customer acknowledges and agrees that the Product Warranty and the remedies provided for in these T&C to honour it constitute the sole warranty and the Customer's only recourse with respect to the Product. In particular, warranties of merchantability and fitness for a particular purpose are expressly excluded. Galvatech's liability under this Agreement is limited to the purchase price of the Product. In no event shall Galvatech, its directors, officers, employees, agents or related entities be liable to the Customer or any other physical or legal person for any indirect, incidental, consequential, special or punitive damages, or for any other damages not expressly provided for in the Product Warranty, even if Galvatech has been advised of the possibility of such damages, including for loss of income, profit, goodwill and other tangible and intangible assets, regardless of the cause of action (whether in contract, tort, negligence or otherwise). Some jurisdictions do not allow the limitation of liability for incidental or consequential damages or the duration of the implied warranty, so additional remedies may be available in those jurisdictions. Notwithstanding anything to the contrary, any warranty shall only be applicable to the extent that the full purchase price of the Product has been received by Galvatech.
23. In addition to any other remedies provided by law or under these T&C, Galvatech may terminate any contract of sale entered into with the Customer by giving written notice to the Customer with immediate effect, in the following cases: (i) failure for more than 10 days to make any payment after Galvatech gives written notice to the Customer requesting the Customer to remedy such failure; (ii) Customer's failure to comply with any of its obligations under the Agreement for more than 14 days after Galvatech gives written notice to the Customer requesting the Customer to remedy such failure; (iii) termination of business, dissolution, liquidation, insolvency, bankruptcy or any other circumstances that give rise to a reasonable belief that the Customer is or is about to become insolvent.
24. No waiver by Galvatech of any provision of this Agreement will be effective unless expressly contained in a writing signed by Galvatech. No failure or delay in exercising any right, remedy or privilege under this Agreement shall operate or be construed as a waiver thereof.
25. Neither party shall be considered in default under this Agreement if the performance of all or part of its obligations, except for the Customer's payment obligations, is delayed or prevented due to an event of force majeure, including, without limitation, fire and other natural disasters, strikes and other work disruptions, wars or acts of terrorism, decrees, regulations or other decisions of governmental authorities, including customs and immigration authorities, delay or inability to obtain visas, permits or other authorizations, countervailing or anti-dumping duties, inability or delay in the supply of material components, epidemics, pandemics or other public health crises, and any other similar events or circumstances beyond the reasonable control of a party.
26. This Agreement, its interpretation, execution and any matter arising out of or relating to it shall be governed by and construed in accordance with the laws applicable in the province of Quebec, Canada, to the exclusion of its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to sales of Products between Galvatech and the Customer.
27. Any dispute arising out of or relating to this Agreement shall be finally and bindingly settled by arbitration in accordance with the International Arbitration Rules of the Canadian Commercial Arbitration Centre. The parties agree to proceed to arbitration under the expedited procedure rules for each dispute, regardless of its value. The number of arbitrators is thus set at one, the seat of the arbitration shall be Quebec City, and the language of the proceedings shall be French.
28. In the event that any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction.