

## STANDARD TERMS AND CONDITIONS OF SALE – CANADA (QUEBEC)

(When this multi-purpose form is used as an invoice for the sale of goods by UZ Engineered Products Inc. ("UZ"), the following terms and conditions shall apply. When this multi-purpose form is used by UZ as a purchase order, UZ's Purchase Order Terms and Conditions shall apply [in addition to the following terms and conditions and, to the extent of any inconsistency, shall prevail thereon,] and are available upon request.) GOODS AND SERVICES SOLD BY UZ ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS SET FORTH BELOW. ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS SET FORTH IN BUYER'S PURCHASE ORDER OR SIMILAR COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON UZ UNLESS AGREED TO IN WRITING BY A UZ CORPORATE OFFICER. BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT FOR THE GOODS OR SERVICES CONSTITUTES ACCEPTANCE OF UZ'S TERMS AND CONDITIONS.

**PRICE:** Prices in effect at time of shipment of goods or performance of services shall prevail. All prices quoted by UZ are subject to change without notice. Prices do not include any present or future sales, goods and services, use, excise, value added or similar taxes and where applicable, such taxes shall be billed as a separate item and paid by Buyer. Unless otherwise provided in writing, terms of payment are thirty (30) days net, without setoff or deduction, from the date on which invoice was mailed or goods are delivered (or services provided), whichever is earliest, if Buyer's credit has been approved prior to sale. A late payment charge of 2% per month (an annual percentage rate of 26.8%) shall be charged on all past due accounts and Buyer shall pay UZ all costs incurred by it in collecting any past due account from Buyer including all court costs and attorneys fees, provided, however, if the foregoing charges exceed that rate which may be lawfully charged under applicable law, then such charges shall be calculated so as not to exceed the highest lawful rate. Unless otherwise noted, all sales are made f.o.b. point of shipment and, in all cases, [title and ownership and] all risk of loss or damage shall be transferred to the Buyer upon delivery of the goods to the carrier at the point of shipment.

**DELIVERY:** Delivery dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. UZ shall not be liable for failure to deliver or for delay in delivery or performance due to (i) a cause beyond its reasonable control, or (ii) an act of God, act or omission of Buyer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation, or (iii) any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Additional charges for local delivery may also apply.

**CHANGE IN BUYER'S FINANCIAL CONDITION:** UZ reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to UZ in the event of (i) Buyer's insolvency, (ii) the filing of a voluntary petition in bankruptcy by Buyer, (iii) the appointment of a receiver or trustee for Buyer, or (iv) the execution by Buyer of an assignment for the benefit of creditors. UZ reserves the right to suspend its performance until such payment or adequate assurance of performance has been received. UZ also reserves the right to cancel Buyer's credit at any time for any reason. [Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, hypothecates and charges in favour of UZ and grants to UZ a security interest in the goods furnished hereunder and the proceeds thereof.] Title to and ownership of the goods furnished hereunder shall remain with UZ, and goods furnished by UZ shall not become a fixture, an integral part of an immovable or immovables by reason of being incorporated with or attached or joined to an immovable or real estate, until such goods are paid in full. Buyer agrees to execute any documents and to furnish any information necessary to perfect or publish the foregoing.

**WARRANTIES:** Goods are sold only with such warranties as may be extended by the manufacturer of the product. Services performed by third parties are subject only to those warranties extended by such third parties. UZ MAKES NO WARRANTY AND ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, WHETHER STATUTORY OR OTHERWISE, ARE HEREBY EXCLUDED. Buyer is responsible for installation and use in accordance with manufacturer's instructions. UZ personnel are not authorized to alter this policy. The parties hereto agree that domestic sale of goods laws shall apply to this order and not the United Nations Convention on Contracts for the International Sale of Goods, and any local enactment thereof (including but not limited to the International Sale of Goods Contracts Convention Act).

**LIMITATION OF LIABILITY:** UZ's liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any goods or services hereunder, or the sale, resale, operation or use of such goods, whether based civil liability (whether contractual or extra-contractual), warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or part thereof involved in the claim, REGARDLESS OF CAUSE OR FAULT. THIS LIMITATION OF LIABILITY REFLECTS A DELIBERATE AND BARGAINED FOR ALLOCATION OF RISKS BETWEEN UZ AND BUYER AND CONSTITUTES THE BASIS OF THE PARTIES' BARGAIN, WITHOUT WHICH UZ WOULD NOT HAVE AGREED TO THE PRICE OR TERMS OF THIS CONTRACT. UZ shall not, under any circumstances, be liable for any labor charges without its

prior written consent.

UZ SHALL NOT IN ANY EVENT BE LIABLE whether as a result of breach of contract, warranty, tort (including negligence) or other grounds FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES including but not limited to, loss of profits or revenue, loss of use of the goods or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of Buyer for such damage.

If UZ furnished Buyer with advice or other assistance which concern any goods supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this contract, the furnishing of such advice or assistance will not subject UZ to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

**NUCLEAR OR OTHER HAZARDOUS ACTIVITIES:** Unless specifically agreed to in writing by an authorized officer of UZ, goods sold hereunder are not intended for use in connection with any nuclear facility or any other hazardous activity such as military or commercial aircraft, space exploration, missile installations or other critical applications where failure of a single component could cause substantial harm to persons or property. If so used, UZ disclaims all liability for any nuclear damage, contamination or other damage or injury and Buyer shall indemnify and hold UZ harmless from such liability whether as a result of breach of contract, warranty, tort (including negligence) or other grounds. UZ and its suppliers shall not be liable to Buyer or its insurers based on contract, warranty, tort (including negligence) or other grounds for onsite damage to any property located at a nuclear facility.

**CANCELLATION:** Buyer may cancel an order by mutual agreement based upon payment to UZ of reasonable and proper cancellation charges.

**RETURNED GOODS:** Goods may not be returned without the prior written consent of UZ and payment by Buyer of a minimum restocking charge of 15%. Authorized returns shall be returned at Buyer's sole expense, freight prepaid. There are NO returns of special order items. No returns shall be accepted following 60 days after delivery. No credit will be issued for shipping charges or other special expenses.

**SHORTAGES/OVERAGES:** All shortages and/or overages must be identified within 14 days of the date of shipment.

**ASSIGNMENT OR DELEGATION:** Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior written consent of UZ.

**APPLICABLE LAW:** This Agreement is deemed to be made in the Province of Québec and shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

**GENERAL:** All orders are subject to acceptance by UZ. No representation, affirmation of fact and course of dealing, promise or condition or usage of trade not incorporated hereto shall be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions of this agreement shall not be affected thereby.

**SPECIAL TOOLS:** Unless specifically stated in a writing acknowledged by UZ, and unless paid for by Buyer as shown on the invoice, all special tools, dies, jigs, patterns, machinery and /or equipment needed by UZ for the performance of this sale are, and shall remain, the property of UZ.