

**STAHL (USA) INC.**  
**GENERAL CONDITIONS OF SALE**  
**(Canada)**

**1. GENERAL**

1. In these general conditions of sale:
  - a. "Agreement" means an agreement for the delivery of Products by STAHL to the Purchaser;
  - b. "Sales Conditions" means these general conditions of sale;
  - c. "E.T.A.": the date on which the goods are delivered to the buyer at named destination according to the agreed Incoterms 2020, barring any unforeseen circumstances;
  - d. "Offer" means any offer submitted by STAHL to the Purchaser for the delivery of Products, including information regarding the Products such as prices, product information, technical data sheets, certificates etc.;
  - e. "Products" means any product or products, any auxiliary or auxiliaries to any product or products, any service or services, and/or any part of any of these;
  - f. "Purchaser" means any person, legal or natural, that has entered into or wishes to enter into an Agreement with STAHL;
  - g. "STAHL" means Stahl (USA) Inc., established in Calhoun, Delaware State, USA, and its affiliates.
2. The Sales Conditions shall apply to and be part of any Agreement, Offer or request hereto between STAHL and the Purchaser and any follow up, extension, repetition or consequent arrangement resulting from any of these.
3. Any general conditions put forward by the Purchaser, whether relating to purchasing or otherwise, shall not apply, are expressly repudiated and shall not be binding, unless and to the extent that they have been specifically accepted by STAHL in writing.
4. STAHL is entitled to unilaterally amend these Sales Conditions. In that case, STAHL will inform the Purchaser of the changes in good time. There will be at least one month between this notification and the entry into force of the amended Sales Conditions.
5. The provisions stipulated by the International Chamber of Commerce in Paris (Incoterms 2020) shall apply to the Sales Conditions, the Agreement or any other agreement resulting from or related to the Agreement, unless agreed otherwise in writing.

**2. OFFERS**

1. No Offer made by STAHL shall be binding with regard to price, contents, execution, delivery times, availability etc., unless stated otherwise by STAHL in writing. If a non-binding Offer is accepted by the Purchaser, STAHL may withdraw the Offer within two working days of receipt of the Purchaser's acceptance of the Offer in writing.
2. Subject to article 2(1) of the Sales Conditions, an Offer shall remain valid for sixty working days after the day the Offer was made, unless stated otherwise by STAHL in writing.

**3. AGREEMENTS**

1. An Agreement shall only be entered into if and when STAHL has confirmed the Agreement in writing by an order confirmation, or, if STAHL did not send an order confirmation, an Agreement shall be entered into if and when the Purchaser received the Products and did not immediately return them.
2. If STAHL's order confirmation differs from the Purchaser's order, then the Purchaser shall be deemed to have accepted the contents of STAHL's order confirmation, unless a written notice to the contrary is received by STAHL within two working days after the date of the order confirmation.
3. Any Agreement made by an agent of STAHL or by any other person acting on behalf of STAHL, including any addition and/or amendment to an Agreement and/or any commitment, shall not be binding on STAHL, unless it has been confirmed in writing by an employee of STAHL.

**4. DELIVERY**

1. Any time for delivery stated by STAHL is an estimate provided to the best of its knowledge and shall not be binding on STAHL.
2. STAHL shall not be liable for any expense, loss or damage whatsoever suffered by the Purchaser or a third party as a result of late or incomplete delivery. The Purchaser shall not cancel the Agreement solely on the basis of the late or incomplete delivery.
3. The delivery shall be, at STAHL's discretion, FCA (Free Carrier) STAHL Premises, unless agreed otherwise by STAHL in writing.
4. The Purchaser shall co-operate with the delivery and shall take receipt of the Products. If the Purchaser fails to take receipt of the Products for a period longer than ten working days after the date of delivery, then STAHL may rescind the Agreement without prejudice to its right to claim compensation for loss or damage. In case the Purchaser fails to take receipt of the Products, they shall be stored at the expense and risk of the Purchaser.

**5. QUANTITY**

1. Delivery and invoicing shall be carried out on the basis of net weight from Calhoun or any other warehouse of STAHL. STAHL may deliver 3% (three per cent) more or less than the quantity provided for in the Agreement.
2. If delivery is made in tankers, the net weight shall be deemed to be the net weight as stated in the weight certificate of an official STAHL weighbridge, unless STAHL and the Purchaser have agreed to designate another official weighbridge for this purpose.

**6. PRICES AND CHARGES**

1. Unless stated otherwise by STAHL in writing, the prices shall be based on delivery FCA (Free Carrier) STAHL Premises and do not include value added tax (VAT), other taxes and/or costs. If applicable, VAT shall be added to the prices, charges and/or interest.
2. If an alteration of or addition to the Agreement is agreed to at the request of the Purchaser, STAHL shall be entitled to increase the agreed price. If STAHL does not receive the Purchaser's instructions in time, the Purchaser shall compensate STAHL for any resulting costs.

**7. COMPLAINTS**

1. Upon delivery, the Purchaser shall immediately and as thoroughly as possible inspect the Products. The Purchaser shall inform STAHL in writing of any complaint relating to any possible defect within two working days of its discovery on this initial inspection. If any possible defect is discovered after this initial inspection, but within six months of the date of delivery of the Products, the Purchaser may inform STAHL of any complaint about this possible defect only where the possible defect could not reasonably have been discovered in the initial inspection. On the expiry of the time limitations provided hereabove, no further complaints shall be valid and the performance of the Agreement by Stahl shall be deemed to have been proper.
2. The Purchaser has no right to complain about any possible defect if STAHL is not reasonably afforded an opportunity and the facilities to investigate any such complaint. The Purchaser shall only return delivered Products to STAHL on STAHL's written authorization. The costs for returning the Products are for Purchaser.
3. The Purchaser shall inform STAHL in writing of any complaint about an order confirmation, pro forma invoice or invoice within three working days of the date of the order confirmation, pro forma invoice or invoice.
4. Even if a Purchaser submits a complaint to STAHL, the Purchaser shall still perform all of its obligations towards STAHL, including its payment obligations.
5. STAHL may postpone further deliveries to the Purchaser until such time as STAHL has obtained the results of an examination of the Products complained of and has accepted or rejected the complaint in writing.

#### **8. WARRANTY**

1. STAHL warrants that the Products produced by STAHL are free from any defect and will maintain their properties and application characteristics until Expiry date of these Products ("Warranty"), subject to the provisions in articles 7 and 8 of the Sales Conditions, unless communicated differently with the confirmation/acceptance of the purchase order.
2. The Warranty only applies if the Purchaser proves that:
  - a. the defect in the Products arose within the Warranty period indicated in article 8(1) of the Sales Conditions;
  - b. the Product does not comply with the product specifications; and
  - c. the Products are stored in the sealed containers or any other packaging in which they were supplied by STAHL and the storage instructions for the Products have been observed.
3. If and to the extent that STAHL decides to grant a Warranty claim, STAHL shall decide within its sole discretion to either replace the defective Products or to provide reimbursement for the price of the Products. In this event, the Purchaser shall, with regard to the defect that was basis for the claim under the Warranty, waive any right to further recovery, to further compensation, to hold STAHL liable and to cancel the Agreement. Replacement of the Products shall not prolong the original Warranty period.
4. The Warranty shall not apply where:
  - a. the defect is the result, in whole or in part, of the unusual, improper, injudicious or negligent use of the Products and/or not following the storage instructions from Stahl;
  - b. the delivered Products were modified or altered;
  - c. the delivered Products were transferred to third parties, processed or used;
  - d. the defect is the result, in whole or in part, of regulations imposed by the authorities;
  - e. STAHL obtained the Products or parts thereof from third parties and STAHL itself cannot claim under any warranty provided by such party;
  - f. raw materials, chemicals, goods and packaging were used by STAHL at the explicit instructions of the Purchaser; or
  - g. the defect in the Products is a minor deviation in quality, colour, finish, dimensions, composition, etc. that is acceptable in the trade or technically unavoidable.
5. The Warranty shall not apply if the Purchaser has not met its obligations towards STAHL. The Warranty shall neither apply to the Purchaser's compliance with a recommendation or suggestion by STAHL as to the use of the delivered Products, since such a recommendation or suggestion is only made to the best of its knowledge.

#### **9. LIABILITY**

1. Notwithstanding any provision in the Agreement, STAHL shall never be liable for:
  - a. STAHL's non-fulfilment or breach of its obligations under the Agreement due to force majeure as defined in article 12 (force majeure);
  - b. a negligent or intentional act or omission on the part of STAHL's employees, third parties engaged by STAHL, or persons recommended by STAHL, including as a result of any instructions given by those persons as to the application or use of the Products delivered by STAHL, with the exception of an intentional act or gross negligence on the part of STAHL's executives;
  - c. the unsuitability of the Products for any particular purpose or damage caused by unusual, injudicious or improper use or storage of the Products;
  - d. loss or damage resulting from mixing any product or products in the Products with any product or products of an origin other than from STAHL;
  - e. an undesirable reaction arising in the use of the Products as a result of the packaging of the Products;
  - f. Products that have been resold, processed, repacked, adapted and/or altered in any way whatsoever;
  - g. loss or damage resulting from non-compliance with safety instructions, storage instructions or any other instructions for the use, storage, processing, application, etc. of the Products;
  - h. consequential loss or damage, indirect loss or damage, including but not limited to loss of profits, and loss or damage to third parties;
  - i. loss or damage relating to the Products in circumstances where the Warranty does not apply pursuant to article 8 (warranty); and
  - j. infringement of any patent right belonging to a third party in connection with the Products delivered.
2. Despite the provisions in these Sales Conditions and the Agreement, any liability on the part of STAHL under the Agreement shall be limited to:
  - a. the replacement of the faulty Products; or
  - b. indemnification not exceeding cost of the Products in question, if, according to STAHL's judgement, such a replacement is impossible.

If the Products were not produced by STAHL, STAHL's liability shall not, in any event, exceed the liability of STAHL's supplier towards STAHL.

#### **10. PAYMENTS**

1. Payment of all accounts shall be made within the term stated on the invoice, without any discount or deduction for any reason whatsoever, unless agreed otherwise in writing. If the Purchaser fails to make payment within this term, the Purchaser shall be in default by operation of law without any notice of default being required. The value date reported on STAHL's bank statements shall be deemed to constitute the effective date of payment.
2. In the event of default in the payment of an invoice by the due date, the Purchaser shall pay statutory late-payment interest of 1% effective per month and 12% effective on an annual basis on the relevant amount, without prejudice to STAHL's right to claim in full the compensation for loss or damage to which it is legally entitled.
3. Upon and after entering into an Agreement the Purchaser shall be obliged to furnish, at STAHL's first request, adequate security for the fulfilment of its payment and other obligations under the Agreement. A bank guarantee or a letter of credit shall be the only acceptable forms of security. STAHL may suspend the performance of any obligation, including delivery, until the security requested has been provided.
4. If STAHL delivers the Products in instalments, the accounts relating to each instalment shall be treated as separate accounts and shall be payable in accordance with the payment terms applicable to the whole Agreement.
5. All payments made to STAHL by the Purchaser shall first be applied to pay off any outstanding interest and/or costs owed by the Purchaser and then to pay off the amounts owed from any outstanding invoices, starting with those owed the longest.
6. The Purchaser shall pay all costs, including both legal fees and out-of-court costs, incurred in the collection of any debt owed by a Purchaser.
- 11. RETENTION OF TITLE**
  1. Notwithstanding the other provisions in these Sales Conditions, STAHL shall retain ownership and title to the Products delivered to the Purchaser by STAHL until the Purchaser has made full and final payment of all amounts (including interest, costs and penalties) that it owes to STAHL under all Agreements entered into between STAHL and the Purchaser, including all joint obligations and all claims by STAHL based on default on the part of the Purchaser with regard to these Agreements. Nevertheless, the Purchaser may, in the ordinary course of its business, process or, in the event the Purchaser is a distributor of STAHL, sell these Products owned by STAHL.
  2. The Purchaser shall at its own expense obtain adequate insurance coverage for the Products owned by STAHL. This coverage shall be for loss, theft and any other risks for which insurance is ordinarily obtained in the country in which the Purchaser has its headquarters/ storage warehouse. At the first request of STAHL Purchaser will present STAHL a copy of the insurance policy as well as proof of payment.
  3. Where the laws of the country or countries for which the Products are intended, to which the Products are sent, or in which the Purchaser is situated do not acknowledge retention of title in this way or set specific requirements for the validity or vesting of this right, in whole or in part, the Purchaser shall inform STAHL thereof in full before the delivery of the Products. The Purchaser shall, at STAHL's first request, co-operate in satisfying these requirements or - at STAHL's sole discretion and on behalf of STAHL, - vest in the Products (whether delivered yet or not) a security right that shall be similar in effect to retention of title and that shall be effective against third parties. By entering into an Agreement the Purchaser grants STAHL irrevocable authority to take any measures necessary to effect the above.
  4. As long as any Products are subject to retention of title or the Purchaser is subject to any other obligation to vest or to arrange for the vesting of a similar security right on the Products pursuant to the provisions in article 11(3) of the Sales Conditions, the Purchaser shall not grant a pledge on the Products delivered by STAHL or encumber them in any way.
- 12. FORCE MAJEURE**
  1. Neither party shall be responsible for any delays or failure to perform resulting from an act beyond the control of a party (i.e. force majeure). In the case of STAHL, force majeure shall include, but is not limited to, any act of God, strike, labour unrest, pandemic, illness on the part of STAHL's employees or staff, lockout, riot, default or delay on the part of STAHL's suppliers of all or part of the Products, act of war, shortage of or defect in raw materials, epidemic, transportation difficulty or failure, full or partial mobilisation, import and/or export prohibition, governmental regulations superimposed after entering into the Agreement, fire, explosion, communication line failure, power failure, earthquake, flooding and similar disasters. Force majeure shall not provide grounds for not making payment.
  2. During the occurrence of any event of force majeure, a party's delivery and other obligations shall be suspended. If STAHL's performance of its obligations is restricted or barred by force majeure for a period in excess of three months, each party may dissolve the Agreement by sending a written notice to that end. Following such notice, neither party will have any further obligation under the Agreement, save for such obligations as either of them may have concerning Products already delivered.
- 13. EXPORT**
  1. If the Products are sold for export outside USA, Stahl will meet all the necessary requirements to comply with customs formality and provide all necessary documents to export the Products as required under the agreed Incoterm.
- 14. INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS**
  1. Where and to the extent STAHL is entitled to any intellectual and/or industrial property rights in connection with the Products, STAHL shall remain entitled to these rights after delivery of the Products to the Purchaser, unless agreed otherwise in writing.
  2. The Purchaser shall not remove or change any indication of any intellectual and/or industrial property right arising from the Products.
  3. Where Products are manufactured on the basis of a formula provided by the Purchaser, the Purchaser shall indemnify STAHL against and exempt STAHL from any claim submitted by third parties in connection with delivered Products, particularly but not limited to any breach of an intellectual or industrial property right held by a third party.
- 15. NULLITY**

If any provision in the Sales Conditions is or becomes null and void, then the provision shall be complied with as much as possible. In this event, the other provisions in the Sales Conditions shall remain in effect and the parties shall replace an invalid or unenforceable provision by one or more new provisions that are in essence as similar as possible to the original one.
- 16. COMPETENT JURISDICTION**
  1. The Sales Conditions, the Agreement and any agreement resulting from the Agreement or related to the Agreement shall be governed exclusively by the Law of Canada.
  2. Any dispute arising out of the Sales Conditions, the Agreement and any agreement resulting from the Agreement or related to the Agreement shall be submitted exclusively to the competent Federal Court in Ottawa, Canada, unless this is barred by a mandatory legal provision or unless STAHL submits the matter to a competent court in the Purchaser's place of business or residence.

3. The UN Convention on Contracts for the International Sale of Products (CISG-Vienna, 11 April 1980) shall not apply to the Sales Conditions or an Agreement or any agreement resulting from or related to the Agreement.