

Terms and Conditions of Sale

- 1. Effect of Terms and Conditions.** All products sold and services rendered by Vallen Canada Inc. ("Seller") to any customer ("Customer") are subject to and governed by the terms and conditions contained herein, and such terms and conditions shall apply regardless of any additional or conflicting terms or conditions that may be included on any purchase order or other form or document issued by Customer even if signed by Seller's representative. None of the terms and conditions herein may be modified, waived or superseded except with the express written consent of an authorized officer of Seller. Neither Seller's acknowledgment of a purchase order nor Seller's failure to object to conflicting or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof. Acceptance by Customer of products sold or services rendered by Seller shall be deemed assent to the terms and conditions contained herein.
- 2. Quotations and Prices.** Quotations given by Seller to Customer are not an offer to sell but only an invitation for an order. No transaction shall be deemed completed until Seller has accepted Customer's purchase order and Seller reserves the right not to accept a purchase order, or a portion thereof, for any reason. Unless otherwise expressly agreed to by Seller in writing, prices are subject to change without prior notice and products are billed at prices in effect at the date of shipment. Clerical errors are subject to correction and products in stock are subject to availability at time of order acceptance. Moreover, and without limiting the foregoing, Seller expressly reserves the right to change prices if quantities change or if changes in market conditions so warrant.
- 3. Payment.** Subject to credit approval, payment for all amounts due hereunder shall be due net thirty (30) days from date of invoice unless otherwise expressly agreed to by Seller in writing. Notwithstanding the foregoing, Seller may at its sole discretion require that full payment be executed before delivery of any product or provision of services. Payments not received when due will be subject to a late fee of 2%, or the maximum lawful rate, whichever is lower, of the outstanding invoice balance for each 30-day period or portion thereof past due. All costs of collecting any moneys due from Customer under the terms and provisions hereof, including but not limited to, legal expenses, legal interest, attorneys' fees and collector's expenses, shall be paid by Customer to Seller. In addition to other rights and remedies, Seller reserves the right in its sole discretion, either to: (a) withhold deliveries, shipments or performance of services, (b) impose or revise any credit limits on Customer's purchases, or (c) cancel the purchase order, when Seller deems itself insecure with respect to Customer's ability to pay for the purchase order.
- 4. Taxes.** Customer shall pay the amount of any taxes, duties and similar charges levied by any government authority in connection herewith. Such charges are not included in the price of the products or services and will be added to payments due to Seller. Customer agrees it will be responsible and shall indemnify Seller for all additional taxes or penalties from a taxing authority, and all legal expenses incurred by Seller due to incorrect taxing information furnished by Customer.
- 5. Cancellations.** Purchase Orders that have been accepted by Seller cannot be cancelled by Customer without prior written authorization of Seller and Customer agrees to indemnify Seller against any loss arising from any cancellation, and to reimburse Seller for all expenditures incurred by Seller with respect to any cancellation.
- 6. Returns.** Returns are only allowed if prior written authorization is obtained from Seller, the product is new, in resalable condition and in the original manufacturer's package with sales receipt or invoice. Return material authorization numbers must accompany all previously authorized material returns and credit shall be issued based on Customer's purchase price for the returned product less any restocking charges, freight, or other expenses. Special orders or otherwise for products fabricated and/or altered to accommodate Customer are not returnable.
- 7. Shortage, Inaccuracy or Discrepancy Claims.** All claims for shortage, inaccuracy or discrepancy in shipment must be made in writing to Seller within 48 business hours after receipt of products. In the event Seller does not have immediate inventory of the specific product at issue, alternatives will be offered for consideration.
- 8. Liens.** Customer acknowledges and agrees that any and all products purchased from Seller by Customer for what is considered an improvement pursuant to applicable provincial construction or builder's lien legislation, including products ordered, picked up or shipped on different dates or that may have different purchase order numbers, are provided on the condition that such products are subject to a prevenient arrangement which constitutes a single contract between Seller and Customer.

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9. **Title and Risk of Loss.** All goods shall be shipped FOB SHIPPING POINT unless otherwise expressly agreed to by Seller in writing. Risk of loss pass to Customer at the point of shipment. Customer agrees to indemnify, defend and hold Seller harmless from any and all losses arising out of any or all claims, suits and/or demands related to the products while at Customer's risk.
10. **Delivery, Shipment and/or Performance.** Any shipping, delivery and/or performance dates given in advance are estimates only and are not guaranteed, although reasonable commercial efforts will be made to deliver, ship and/or perform in accordance with such estimates. No liability shall attach against Seller on account of any delay in delivery, shipment or performance by Seller. Customer agrees to accept partial or pro rata deliveries, shipments and/or performance and hold Seller harmless from any liability that may result from Seller's inability to execute in full any purchase order.
11. **Transportation Charges.** All transportation charges and related expenses shall be the responsibility of Customer unless otherwise expressly agreed to by Seller in writing. If freight is allowed at Seller's cost, Seller reserves the right to select the carrier of choice and the unloading of material at the point of destination shall be the sole responsibility of Customer. For all shipments, Seller responsibility ceases when the transportation company receives the material in good condition. The shipment must be checked upon Customer receipt for transportation damages, and if damaged, a claim must be made against the transportation company immediately and sufficient evidence provided to Seller.
12. **Wire and Cable Tolerances.** Unless otherwise agreed to by Seller in writing, wire and cable items may be subject to standard manufacturing tolerances up to +/- 10%. Tolerance quantities will be shipped/invoiced accordingly and acceptance by Customer of wire and cable products sold by Seller shall be deemed assent of such tolerance quantities.
13. **Reels.** Charges for reels are not included in the price of the goods and are chargeable unless otherwise expressly agreed to by Seller in writing. For returnable reels, Customer is responsible for all costs associated with transporting the reels back to Seller's warehouse facilities in accordance with Seller's instructions. If reels are not returned within the specified time limit or returned damaged, Sellers's standard reel charges will apply. A separate invoice will be issued for the reel charges and Customer account payment terms will apply. No cash discount may be taken against purchase of reels.
14. **Status of Seller.** Customer acknowledges and agrees that Seller is a distributor and not the manufacturer of any products provided to Customer and that the terms "products", "goods", "services" and/or "work", and synonyms thereof, do not include the design, fabrication or manufacture by Seller of such products. Manufacturers and sub-suppliers of the products provided to Customer by Seller are not acting as subcontractors, agents, representatives, or employees of Seller and shall not be considered as such.
15. **Limited Warranty.** Seller represents and warrants that Seller shall have, on the date of transfer to the Customer, title thereto and the right to sell the products delivered to Customer. Any warranty issued by the manufacturer or vendor of products shall be solely that of the manufacturer or vendor and not of the Seller. Seller hereby assigns to Customer, as of the date that title passes to Customer for such products, all of the manufacturer's or vendor's warranties, express or implied, if any and if assignable, with respect to the products, and Seller hereby authorizes Customer to make or settle any claims under such warranties directly with any such manufacturer or vendor.
16. **Disclaimer.** EXCEPT FOR THE WARRANTIES OF TITLE ABOVE, SELLER MAKES NO WARRANTY REGARDING ANY OF THE PRODUCTS SOLD OR SERVICES RENDERED BY IT, MAKES NO REPRESENTATIONS, PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE) AND, TO THE EXTENT PERMITTED BY LAW, DISCLAIMS ANY AND ALL OTHER CONDITIONS OR WARRANTIES OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY CONDITION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR PERFORMANCE. ANY DOCUMENTATION, RECOMMENDATION OR ASSISTANCE PROVIDED BY SELLER CONCERNING THE PRODUCTS, THEIR USE, DESIGN, APPLICATION, OPERATION, OR OTHERWISE, IS FOR CUSTOMER ONLY, SHALL NOT BE CONSTRUED AS REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND IS ACCEPTED BY CUSTOMER AT ITS OWN RISK AND WITHOUT ANY OBLIGATION OR LIABILITY TO SELLER. SELLER SHALL NOT BE LIABLE FOR INFORMATION OR DOCUMENTATION PROVIDED BY CUSTOMER OR ANY OTHER

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SECONDARY SOURCES AND SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF CUSTOMER OR ANY THIRD PARTY HEREUNDER OR OTHERWISE. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO DETERMINE THE SUITABILITY AND/OR QUANTITY OF THE PRODUCTS OR SERVICES TO BE PROVIDED BY SELLER. CUSTOMER'S EXCLUSIVE REMEDY AGAINST SELLER FOR BREACH OF ANY WARRANTY ARISING HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE SPECIFIC PRODUCT OR REPERFORMANCE OF THE SERVICE AT ISSUE, OR RETURN OF THE PURCHASE PRICE. SELLER ASSUMES NO LIABILITY FOR ANY DISMANTLING, REMOVAL, INSTALLATION, RE-INSTALLATION OR LABOR COSTS, OR ANY CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE FOREGOING.

17. **Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR (A) ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES; (B) LOSS OF PROFITS OR BUSINESS REVENUE OR INCOME, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LOSS OF TIME; OR (C) ANY CLAIM AGAINST CUSTOMER BY ANY THIRD PARTY; WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE, RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHETHER OR NOT SELLER HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. MOREOVER, CUSTOMER EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCE SHALL THE TOTAL LIABILITY OF SELLER TO CUSTOMER EXCEED THE VALUE OF THE SPECIFIC PRODUCT OR SERVICE AT ISSUE.
18. **Inability to Perform.** Seller's performance of its obligations hereunder may be excused or suspended without liability to Customer in case of catastrophes or occurrences beyond Seller's control, including but not limited to inability to secure products from vendors or suppliers at reasonable prices or in sufficient amounts through usual sources of supply.
19. **Governing Law and Exclusive Jurisdiction.** The validity, interpretation, and performance hereof and of any and all purchase orders issued by Customer shall be governed by, construed and interpreted in accordance with the laws of the Canadian province where the products are delivered or shipped from or where the services are rendered. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the terms and conditions contained herein or to any and all purchase orders issued by Customer. Seller and Customer irrevocably submit and attorn to the exclusive jurisdiction of the courts in the Canadian province where the products are delivered or shipped from or where the services are rendered.
20. **Compliance.** Customer represents and warrants to Seller that it shall comply with all applicable laws, regulations, ordinances and rules including, without limitation, those regarding corruption, bribery, anti-trust and competition, and export controls. Furthermore, Customer agrees to act in compliance with the Sonepar Code of Conduct and Compliance Guidelines (currently available at <http://www.sonepar.com/group/governance>)
21. **Export Controls.** Customer warrants and represents that it will at all times comply with all applicable laws and regulations, including trade, economic, or financial restrictions or trade embargoes and any amendments thereto (collectively, the "Laws") imposed by any applicable governmental authority, including, where applicable, Canada, the United States and the European Union. Seller shall not be liable, and Customer agrees to hold harmless and indemnify Seller, for any breach of such Laws. Customer agrees that it shall not, except as otherwise permitted under applicable Laws, transship, re-export, or otherwise divert goods purchased from Sonepar. If applicable, Customer undertakes to timely provide all information and documentation necessary for export, shipment and import. Seller shall not be liable, and Customer shall hold Seller harmless, for delays or any other losses resulting from Customer's failure to timely provide accurate information and documentation, export/import reviews, or any related permitting procedures. To the extent permitted by law, Customer shall, promptly upon becoming aware, provide to Seller details of any claim, action, suit, proceedings or investigation against it with respect to the Laws brought by any enforcement authority. In the event that Seller should believe, acting in good faith, that Customer has violated, or is under investigation for violating, any Laws, or if Customer is identified on any applicable sanctions list, Seller shall have the immediate right to terminate its relationship and/or any contract with Customer without liability.