

1. General

- 1.1 These Standard Terms and Conditions of Sale and Supply shall be binding if they have been declared applicable either in the quotation, or in the order confirmation, or in the marketing contract. Any additional or different terms issued by the customer shall only be valid if expressly accepted in writing by the supplier.
- 1.2 All agreements and legally relevant declarations by the contracting parties shall only be valid if they are made in writing.

2. Quotations and conclusion of contract

- 2.1 The contract shall be deemed concluded if the supplier has confirmed his acceptance of an order in writing after receipt thereof.
- 2.2 Quotations that do not contain a period for acceptance shall be without obligation.

3. Scope of delivery

- 3.1 The order confirmation shall determine the scope and performance of the delivery and service. Materials or service not included therein shall be charged separately.
- 3.2 The supplier shall be entitled to make changes as against the order confirmation if such changes lead to an overall improvement for the customer.

4. Prices

- 4.1 The supplier's prices, unless agreed otherwise, are to be in **\$CAN**. Standard packaging is included in the price.
- 4.2 If the cost on which the calculation is based increase between conclusion of the contract and final acceptance, the supplier shall until final completion of the contract, be entitled to increase the prices specified in the order confirmation by maximum of 10%.

5. Terms of payment

- 5.1 Payment shall be effective in advance, unless otherwise agreed in writing.
- 5.2 Any terms of payment other than these must be agreed in writing.
- 5.3 In the event of default in payment, the supplier reserves the right to suspend immediately the planned deliveries and shall be entitled to charge default interest of 12% rep annum, in addition to damages. Separate notification shall be provided concerning these measures. The invocation of defects shall not release the purchaser from his duty to comply with terms of payment.

6. Retention of title

- 6.1 The supplier reserves the title of all merchandise delivered until all goods have been paid in full. The supplier's retention of title to all goods supplied shall also apply if the goods are sold to third parties, installed or further processed. The customer shall take the measures to protect the supplier's property.
- 6.2 The supplier shall be entitled to have a retention of title entered in the corresponding register, the customer shall cooperate accordingly.

7. Delivery period

- 7.1 The delivery period shall commence when the supplier accepts the order and after the technical details have been clarified in full.
- 7.2 The delivery period shall be appropriately:
 - if the details necessary for the execution of the order are not received by the supplier in good time, or if such are subsequently amended by the customer; if payment deadlines are not complied with, letters of credit are opened late or if the necessary import licences are not received in good time by the supplier; if impediments arise that the supplier cannot overcome, despite exercising to necessary diligence, irrespective of whether such occur to the supplier, the customer or a third party. such impediments to business, tool failure, accidents, industrial conflicts, late or faulty supply of the necessary raw materials, semi-finished or finished products, official measures or omissions.

8. Default in Delivery

- 8.1 The customer shall be entitled to claim compensation for default in the event of late deliveries, provided that such delay can be proven to be caused by the supplier and that the customer can provide evidence of loss as a consequence of such delay. If the customer is helped out by alternative deliveries, the claims to damages for default shall not apply.
- 8.2 Compensation for default shall amount to a maximum of 1/2% for each full week of the delay, up to an aggregate maximum 5%, of the contract price of the delayed part of the delivery. The first two weeks of the delay shall not give rise to any claims to compensation for default.
- 8.3 With the exception of those expressly set out in Articles 8.1 and 8.2, the customer shall not be entitled to assert any rights or claims on the grounds of a delay in deliveries or services.

9. Inspection and acceptance of the delivery

- 9.1 The customer shall inspect the delivery immediately upon receipt and notify the supplier in writing of any defects immediately after inspection or after discovery, as the case may be. Failure to do so shall mean that the deliveries and services are deemed approved.

10. Warranty and liability

- 10.1 The supplier guarantees that the products defects and have the characteristics expressly stated in the order conformation or the user instructions, as the case may be. Any further warranty claims are expressly excluded.
- 10.2 The supplier's sales and delivery price already includes a warranty compensation for any future warranty claims be the customer. In addition to the compensation, the customer shall not be entitled to make any further claims for warranty against the supplier. This shall not apply to epidemic and obvious production defects. In such a case, the supplier shall be obliged, at his own discretion, either to replace or repair the faulty material of the product free of charge. To this purpose, the customer shall at his own expense immediately return the faulty material to the supplier. The supplier shall then provide the repaired material or replacement material. This service shall in any event be responsible for dismantling the faulty material and installing the repaired or new material.
- 10.3 If warranty work (Art. 10.1) within the said 1-year period should prove to be incorrect, the supplier shall, subject to timely notification (Art. 9), be obliged to replace or repair, at his own discretion, the faulty material of the product free of charge. To this purpose, the customer shall at his own expense immediately return the faulty material to the supplier. The supplier shall then provide the repaired material or replacement material. this service shall in any event be restricted to a period of 12 months from date of delivery. The customer alone shall be responsible for dismantling the faulty material and installing the repaired or new material.

- 10.4 Any warranty shall expire prematurely if the customer or a third party effects improper use, changes or repairs, faulty maintenance or excessive use, or if the customer, following occurrence of a defect, fails to take immediately all suitable measures to limit the damage and fails to give the supplier an opportunity to remedy the defect. Improper use of equipment includes, but is not limited to, using inadequately conditioned water and the operation of the machine without adequate water. All damage resulting from inadequate water treatment is excluded from any warranty. Furthermore, only supplier's reserves the right to void any warranty, courtesy or liability for usage of non-approved cleaning detergents.
- 10.5 Materials replaced by the supplier shall transfer to the supplier's ownership.
- 10.6 All cases of breaches of contract and their legal consequences and all claims on the part of the customer on whatever legal basis are regulated exhaustively in these terms. In particular, any claims to damages, price reduction, rescission of the contract or withdrawal from the contract not expressly stated shall be excluded. liability for consequential losses is excluded unless such is in conflict with provisions of product liability Law.

11. Disposal of disused electrical equipment

- 11.1 The buyer shall dispose on its own costs strictly in compliancy with the then applicable local regulations and/or directives all disused equipment. Furthermore, the buyer shall contractually bind all its commercial customers (and eventually via such commercial customers all further commercial customers) to dispose all disused equipment on their own costs strictly in compliance with the then applicable local regulations and/or directives for disused electrical equipment. The supplier assumes no liability with regard to the disposal of disused equipment.

12. Applicable Law

- 12.1 All deliveries pursuant to the present Standard Terms and Conditions of Sale and Delivery shall be subject to North American Law.

13. Legal venue

- 13.1 The dominical of the supplier's registered office shall be legal venue for all deliveries.

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