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Policies, Terms and Condition of Sales Montfort International Industrial Products

Terms and conditions of sale

Vendor accepts Purchaser's order on the express condition that Purchaser agrees to and is bound by the terms and conditions set forth below. All orders by Purchaser shall be subject to the following terms and conditions of sale. Such agreement shall be conclusively and irrevocably evidenced by Purchaser accepting delivery of shipment under such order or by Purchaser's payment of the invoice covering such payment.

Effects of terms and conditions

The sale of the Goods described herein (The "Goods") is subject to and governed solely by these terms and conditions and no terms or conditions or Purchaser's purchase order, any agreement or any other understanding shall be binding on Vendor or apply in any manner to the sale of such Goods. No modification of these terms and conditions shall be of any force or effect unless signed by an authorized officer of Vendor. No specification, drawing, print or photograph prepared by Purchaser relative to Purchaser's order shall be binding on Vendor for any purpose unless signed by an authorized officer of Vendor.

Choice of residence

The parties agree to elect place of residence in the judicial district of Quebec, Province of Quebec, Canada, and choose this one as the district suited as the hearing of any complaint ensuing from the interpretation, the application, the fulfillment, the coming into force, the validity and the effects of the present contract.

Terms of payment

Unless otherwise specified, prices are quoted in Canadian dollars for Goods being sold from inventory, FOB Vendor's delivery truck at Vendor's warehouse, and FOB manufacturer's plant for domestic Goods being drop-shipped to Purchaser. Payment terms are net thirty (30) days for cash or check without discount. Interest at the rate of 1.5% per month will be charged on past due accounts (18% per annum). If Purchaser's account is past due, in addition to other rights and remedies. Vendor may suspend shipments, deliveries or performance hereunder or under any other contract with Purchaser until Purchaser's account becomes current.

Delivery and period of execution of services.

Shipping dates are approximate only and Vendor assumes no responsibility for delays. IF Purchaser requires emergency deliveries and/or the execution of services outside of normal business hours, any extra costs shall be borne by Purchaser.

Delay to supply the services

Upon receipt by the Vendor /Service provider of all the adequate shipping information provide by the Purchaser, and subject to any additional service required by the Purchaser after the signature of the present contract, the delay to supply the services by the Vendor /Service provider is the one indicated in the specifications or quite other delay agreed between the parties subsequently to the signature of this present contract

Title and risk of loss

All right, title and interest in and to the Goods shall remain with Vendor until such Goods have been paid for in full. However, such Goods shall be entirely at Purchaser's risk from the time placed on a common carrier and the loss, damage, deterioration or destruction of the Goods thereafter shall not release purchaser from its obligation hereunder. In the event of any default to make payment by the Purchaser, Vendor shall have the right to take possession of any Goods already delivered and to remove same without notice and without legal proceeding, in which case all payments theretofore made shall be credited to the Purchaser's account after deduction of a reasonable rental fee and the costs of repossession, if any, including reasonable legal fees. Purchaser hereby agrees to defend, indemnify, and save harmless Vendor from any and all loss arising out of any or all claims, suits and demands by reason of, but not limited to, the retention of title to the Goods by Vendor while same are at the Purchaser's risk.

Claims

All claims for missing items or inaccuracies must be made within two (2) days of the date of receipt of Goods.

Procedure for inquiry, test and approval for the provision of service

On request formulated by the Vendor/Service provider in the term of each of the phases of service offer indicated in the specifications, the Purchaser has to verify, revise, test or otherwise appraise the result of the services given until now by the Vendor/Service provider. For a maximal delay of five (5) days following the request of the Vendor/Service provider, the Purchaser has to approve or refuse the work made by the Vendor/Service provider. If the customer approves the service supplied or omits to show his approval or his refusal inside the aforementioned delay, the service supplied is considered approved and made according to the specifications and the Vendor/Service provider can continue its work, if necessary. If the Purchaser refuses the service supplied, in all or in part, he has to inform the Vendor/Service provider inside the aforementioned delay and in writing about any error, omission, non-compliance in the specifications or the other

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motive for his refusal, by giving the useful indications and the precision necessary for a good understanding of the liability. The Vendor/Service provider has then a ten (10) working days period to proceed to the correction of the blamed points and subject again to the Purchaser the result of its modification. If the Vendor/Service provider disagrees with the Purchaser on one or some of the points raised in the notice of refusal, he has to announce his position in writing to the Purchaser for a maximal delay of five (5) days following the reception of the aforementioned notice of refusal.

Technical data

All drawings, descriptive matter, weights, dimensions and performance data submitted with or made a part of Vendor's Order Acknowledgement are based upon information furnished by the Purchaser in accordance with its requirements and Vendor assumes no responsibility for the accuracy of such information.

Force majeure

Vendor /Service provider cannot be considered faulty by virtue of the present contract if the execution of its obligations, in all or in part, is delayed or prevented as a result of a situation of force majeure. For all purposes hereof, force majeure includes any act of God, war, mobilization, governmental regulation, strike, lockout, drought, flood, total or partial fire, obstruction of navigation, loss, damage or detention in transit, defective materials or delays by shippers, or other contingences or causes beyond Vendor's control which might prevent the manufacture, shipment or delivery of Goods covered hereby. Performance of Vendor's obligations may be suspended pending force majeure, without Vendor being responsible to Purchaser for any damages or losses resulting from such suspension.

Intellectual property

For the purposes of the present contract:

«**Right, title and interest of intellectual property** ": includes in a not restrictive way any right, title and interest of intellectual property, including any personal moral and right derived, in:

- A) Any work, invention, trademark, technical drawing, topography of integrated circuits, confidential information or secret of business, as the case may be;
- B) Any registration certificate, award or acknowledgement of property or interest concerning whatever of the concerned intellectual property rights;
- C) Any request of registration, award or acknowledgement of property or interest concerning whatever of the concerned intellectual property rights;

" **Background technology** ": includes in a not restrictive way any tool of programming, tool of development, tool of migration,

tool of conversion, tool of extraction of data, tool Internet, tool multimedia, tool network, database, operating system, patch, sub-patch, process, program, subroutine, software, part of software, compiler, generator of report, runtime library, data, code, documentation, note, expertise and technological know-how. All the rights, the titles and the interests of intellectual property in the background technology, developed by the Vendor /Service provider before or during the execution of the present contract, belong or become the exclusive property of the Vendor /Service provider, as the case may be, subject to any right, title or interest of intellectual property which can belong to a third party. All the rights, the titles and the interests of intellectual property in any contents created by the Vendor /Service provider, including, in a not restrictive way any report, documentation, note and user guide, within the framework of the present contract are and remain the exclusive property of this last one.

Limited warranty for products and services

Subject to the following, Vendor warrants that the Goods sold by it hereunder will conform to specifications and applicable industry standards and title will be clear from any security interests or encumbrances. The Vendor /Service provider shall ensure that Purchaser benefits from existing manufacturers, warranties and in no event shall Vendor's warranty exceed the warranty given by manufacturers, of the Goods. The sole obligation of Vendor under such warranty shall be to replace or repair as deemed appropriate by manufacturer Any product susceptible to be return and/or claim of warranty is subject to an inspection and an evaluation from our department of quality control which will confirm or will counter that the aforementioned product was used in a context of normal use. Any product having sudden a modification, an use, an installation, and inappropriate manipulation are excluded. The above is the sole and exclusive warranty, express or implied, provided by Vendor and is in lieu of all other warranties, of any nature whatsoever, contractual, legal, statutory or other, and whether for merchantability, quality, fitness or otherwise. The liability of Vendor will not under any circumstances exceed the purchase price of the Goods furnished.

Limitation of responsibility and Guaranteed limited for the service offer.

On no account the value of the guarantee can exceed the value of the services provided to the Purchaser and paid by this one. The Purchaser gives up expressly any complaint on guarantee beyond this limit. Apart from a case of grave fault of its part, the Vendor/Service provider cannot be held responsible toward the Purchaser of any fault and any

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damage, direct or indirect, being able to ensue from it, and the Purchaser holds the quits and unhurt Vendor/Service provider of any complaint, including any complaint on guarantee, in the one or other one of the following cases: modifications brought to the contents by someone other than the Vendor/Service provider or his representative; illegal or non-authorized intervention of any third party in the equipments of the Purchaser. Except when otherwise planned in the present contract, on no account the Vendor/Service provider (including, if necessary, his subsidiaries and his parent company as well as his shareholders, managers, executives, employees, co-workers and subcontractors) cannot be held responsible toward the Purchaser or a the third parties of any indirect, incidental, special, punitive or exemplary damage,

includes in a not restrictive way any loss of profit or the other economic loss (ensuing from a contractual fault, from a liable to penalty fault or from negligence) even if the Vendor/Service provider was warned of the possibility that such a damage occur. Some jurisdictions forbidding the exclusion or the limitation of responsibility for consequential or incidental damage, it is possible that the one or some of the exclusions or the limitations above-mentioned does not apply. It is as well possible as the Purchaser has other rights, which rights can vary from a place to an other. In no account the value of the guarantee can exceed the value of the services provided to the Purchaser and paid by this one. The Purchaser gives up expressly any complaint on guarantee beyond this limit.

Date dernière mise à jour: 2017-06-09