

General Conditions of Sale and Delivery

Article 1: Applicability These General Conditions of Sale and Delivery apply to all offers, orders, contracts of sale, contracts for services and other agreements relating to deliveries of products and/or services to be made by W&O Supply, Inc and all the provisions hereof shall apply between the parties, unless both parties expressly provide otherwise, in writing. Placing an order or accepting an invoice entails the customer's unconditional acceptance of these general conditions.

Article 2: Orders and agreements All offers and information are provided without obligation and are indicative. The agreement comes into effect only after we have given our written assent or after we have started to execute the work or order. Verbal promises, arrangements or other juristic acts shall only be binding upon us if made or performed by persons holding a specific proxy or persons with other powers of representation.

Article 3: Shipment of goods Unless stated otherwise, by us, the prices quoted are based on delivery EXW in accordance with the most recent version of the INCOTERMS, and do not include packaging, VAT and other charges levied by the government on sales and deliveries. Goods are sent at the customer's risk and are deemed to be accepted by the customer as soon as they leave the warehouse. No return of goods by the customer is permitted without our prior permission.

Article 4: Prices and Payment If, after the date of completion of the agreement, one or more of the cost price factors have been subject to a rise, even if this occurs as a result of foreseeable circumstances W&O Supply Inc. is entitled to raise the agreed price accordingly. Each quote of W&O is based on implementation of the agreement under normal circumstances and during normal working hours. Unless otherwise agreed in writing, all payments should be made without any deductions or offset, immediately upon receipt of the invoice to the designated account of W&O. If, in the event of late payment, collection is made through judicial or other channels, the amount of the claim will be increased by 10% to cover administration costs and the judicial and extra judicial costs shall be borne by the Customer in the amount paid or owed by us. Any overdue amount shall be increased without notice by annual interest in accordance with Article 6:119a DDC. In the event of non-payment or partial non-payment, we reserve the right to suspend the execution of the agreement until full payment has been received and/or to dissolve the agreement in whole or in part ipso jure and without notice. The submission of a complaint does not release the customer from its payment obligations.

Article 5 Delivery terms The delivery terms are always approximate and are not binding. If the agreed delivery period is exceeded - for whatever reason - this shall not entitle the Customer to wholly or partially dissolve the agreement or to perform or cause to be performed any work in execution of the agreement, without having judicial authorization to do so. The delivery time is based on the working conditions at the time of completion of the agreement and on delivery in good time of the materials ordered by W&O for implementing the work. If, due to no fault of W&O a delay arises as a result of a change to the said working conditions or because materials ordered in good time for performing the work have not been delivered in good time, the delivery time will be extended insofar as is necessary. If the Principal refuses to take receipt of the product(s) offered him, all costs deriving from this (including freight, handling and storage costs) are to be paid by the Principal. We are entitled to suspend or cancel the provision of our services if the customer does not fulfil its payment obligations regarding the provision of our services or the delivery of our goods.

Article 6: Retention of title We continue to own the goods until the price, any interest and any damages have been paid in full. All risks regarding the goods are transferred to the customer. As long as the title of the goods has not been transferred to the customer - due to non-payment in whole or in part - the customer may not grant rights with regard to the goods to third parties and the customer is obliged to store these goods, as recognizable property, with appropriate care. The customer is obliged to return, on simple request and at its own cost and risk, goods it has not paid for. The customer authorizes us to enter the spaces where these goods are kept and to take back these goods.

Article 7: Force Majeure If we are not able to fulfil any of our obligations due to force majeure, we are entitled to dissolve the agreement, in whole or in part or to suspend the execution of the agreement, in whole or in part, or to adapt the agreement to the circumstances without being liable to pay any damages. For the purposes of these General Terms and Conditions of Sale and Delivery, force majeure shall mean: any circumstance as a result of which performance is prevented or made unreasonably difficult and also, insofar as not already included within that definition, war, threat of war, civil war, riot, industrial action, lockout, transport difficulties, fire and other serious disruption to our business or that of our suppliers.

Article 8: Drawings, calculations, descriptions, models, etc. Quotes given, as well as drawings, calculations, software, descriptions, models, tools, etc. made or provided by W&O, remain the property of W&O, irrespective of whether costs have been charged for these. The information enclosed in or underlying the manufacturing and construction methods, products etc. remain exclusively reserved to W&O, even if costs have been charged for these. The Principal vouches that the information we provide will be used solely and exclusively in connection with the agreement and that he will not use that information in any manner that is in breach of the intellectual rights of third parties. The Principal shall indemnify us in respect of all direct and indirect consequences of claims asserted against us by third parties as a result of the violation of the rights referred to in the foregoing sub clause.

Article 9: Claim and guarantee Claims with regard to visible defects must be made, immediately after receipt of the product, but at the latest five days after the actual transfer of the product to the Principal, in a written specified notification to W&O. Claims with regard to non-visible defects must be submitted immediately after their discovery, but in any event within 6 months after delivery, in a written, specified notification by the Principal to W&O. Should the said periods be exceeded, all claims vis-à-vis W&O lapse regarding the said defect. Legal claims in this matter should be submitted within a year after the claim has been submitted in good time, on pain of the claim ceasing to be valid. In any event defects that do not come under the guarantee are those occurring which are fully or partially the result of: -failure on the part of the Principal to have due regard for - operating and maintenance regulations or other use than is normally anticipated; -defects not due to material and/or construction faults, such as defects arising from normal wear and tear, internal and external, contamination, rust and paint damage, transport, freezing, overheating, overloading and/or letting the product fall; assembly/installation or repair by third parties including the Principal; -materials or products applied at the request of the Principal; materials or products which have been provided for -treatment or processing by the Principal to W&O; -materials, products, methods and constructions, which have -been applied at the explicit instruction of the Principal, as well as materials and products supplied from, by or on behalf of the Principal. If the Principal fails to comply with any obligation deriving from the contract that he has concluded with W&O or a contract connected with it, or he does not do so properly or in good time, W&O cannot be held to any guarantee in these agreements, however it is referred to. If W&O, replaces parts and products in order to comply with the guarantee obligations, these parts and products become the property of W&O. The original guarantee period is not extended upon replacement.

Article 10: Liability and Disputes The liability of W&O is confined to compliance with the guarantee obligations described in article 9 of these conditions. With the exception of gross negligence on the part of W&O all liability of W&O, such as loss through business interruption, other consequential loss and loss as a result of liability vis-à-vis third parties is excluded. Any liability that is nevertheless established, on whatever legal ground, shall be limited to no more than the value of the disputed delivery. All disputes regarding the agreement or the order by the customer are governed by Canadian Law. The Courts of Canada are exclusively competent to handle these disputes.

Article 11- Privacy and Personal Data

Parties shall render their full cooperation in order to enable the other party to fulfil its obligations under the applicable relevant laws and regulations in respect of the protection of personal data. In performing its obligations in the course of the Agreement, W&O shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to Customer. W&O shall process personal data relating to Customer only on behalf of Customer, in so far as required for the performance of its obligations under the Agreement. W&O shall implement appropriate technical and organizational measures to protect personal data relating to Customer against unauthorized or unlawful processing. If deemed necessary, the W&O Data Processing Agreement shall be attached as Attachment to these Terms and conditions of sale by W&O and signed by Customer.