

**AERZEN**

Sales Terms & Conditions

Aerzen Canada
Document ID: POL-SAL-002_EN
Revision: 2.1
Issue Date: 2025-12-17

AERZEN Canada Inc. Sales Terms & Conditions

1. Scope and Applicability

These Terms and Conditions apply to all sales of equipment, parts, and services by Aerzen Canada Inc. ("Seller") to its customers ("Buyer"). They form part of every quotation, order confirmation, and invoice issued by Seller, unless superseded by a mutually signed agreement.

2. Order Acceptance

All orders are subject to credit approval and written confirmation by Seller. No order becomes binding until acknowledged in writing. Buyer-requested changes, cancellations, or postponements require Seller's written consent and may result in additional charges.

3. Pricing and Payment Terms

Prices are in Canadian dollars unless otherwise stated. Quotation validity is 30 days unless specified differently in writing. Standard payment terms are Net 30 days from the invoice date. Seller may modify payment terms based on Buyer's credit standing. Late payments incur interest at 1.5% per month or the maximum rate permitted by law.

4. Taxes

All applicable taxes (including GST, PST, VAT, and customs duties) are the responsibility of the Buyer. Valid tax-exemption certificates must be provided at the time of order.

5. Product Changes

Seller reserves the right to modify product designs or specifications without notice. Illustrations, drawings, and descriptions in marketing materials are approximate and not contractually binding.

6. Delivery and Risk of Loss

Delivery terms are Ex-Works Aerzen Canada (Vaudreuil-Dorion, QC, Calgary, AB, or Ancaster, ON) unless otherwise agreed in writing. Title and risk of loss transfer to Buyer upon delivery. Buyer-caused delays may result in storage fees and the commencement of the warranty period.

If Buyer cannot accept delivery when goods are ready, Seller may ship the goods to storage at Buyer's cost. In such cases:

- Risk of loss transfers to Buyer upon placement in storage.
- Payment terms commence upon invoicing.
- Warranty period begins.
- Buyer is responsible for all storage-related costs.

7. Shipping and Service Dates

Shipping and service dates are estimates only. Seller is not liable for delays caused by force majeure or circumstances beyond its reasonable control. Seller may cancel or reschedule delivery as necessary.

Partial shipments may be made with Buyer's prior consent. Any resulting additional freight charges will be invoiced to Buyer.

8. Inspection and Acceptance

Buyer must inspect goods upon receipt and notify Seller of any nonconformities within five (5) business days. Failure to provide such notice constitutes acceptance.

9. Returns and Repairs

All returns for repair require a Return Material Authorization (RMA). Goods must be shipped prepaid and in original or equivalent protective packaging. Seller is not responsible for damage in transit or for unauthorized returns.

10. Returns for Credit

Returns for credit require Seller's prior written approval. Only standard products in active demand are eligible. Credit is issued based on the current or invoiced price, less applicable handling and refurbishment costs. Credit is issued only to the original Buyer.

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11. Limited Warranty

Seller warrants its manufactured products to be free from defects in materials and workmanship for 12 months from start-up or 18 months from readiness to ship, whichever occurs first. Warranty claims must comply with Aerzen Canada's Limited Warranty Policy (POL-SAL-001). Third-party components carry only the warranties provided by their respective manufacturers.

12. Warranty Limitations

Warranty coverage excludes damage resulting from improper installation, misuse, unauthorized repairs, consumables, and normal wear-and-tear. Seller's liability under the warranty is limited exclusively to repair or replacement. No other warranties, express or implied, apply.

13. Limitation of Liability

Seller shall not be liable for indirect, incidental, or consequential damages, including loss of profits, downtime, or substitute equipment. Seller's total liability is limited to the purchase price of the goods giving rise to the claim.

14. Cancellation and Termination

Buyer-requested cancellations or delays may incur charges up to 100% of the order value, depending on the stage of completion. Seller may terminate the Agreement in the event of Buyer's breach, insolvency, or non-payment.

15. Confidentiality

All technical data, drawings, and specifications marked as confidential remain the property of Seller. Buyer shall not disclose such information without Seller's prior written consent.

16. Governing Law

This Agreement is governed by the laws of the Province of Québec. Disputes shall be resolved exclusively in the courts of Québec. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

17. Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

19. Exit Clause

Seller may refuse to fulfil their obligations where performance is prohibited or restricted by applicable national or foreign trade laws, including export control or customs regulations and embargoes (Applicable Foreign Trade Law). If a required export license is denied or such laws prevent or impair performance, Seller may terminate or rescind the contract and may deduct incurred costs or suspension-related costs from any advance payments. Seller may retain remaining advance payments for the duration of sanctions imposed on Buyer. Buyer is not entitled to damages resulting from delays, termination, or rescission under this clause.

20. Obligation to Co-operate

Buyer shall provide all information and documentation necessary for Seller to comply with Applicable Foreign Trade Law, including information regarding the end user, destination, intended use, technical documentation, and any export control restrictions.

21. Delays Caused by Acts of Authorities

If performance is delayed due to licensing requirements, regulatory procedures, confirmatory steps, or other obligations under Applicable Foreign Trade Law, the applicable performance deadlines shall be extended accordingly.

22. Entire Agreement

These Terms, together with Seller's quotation, order confirmation, and invoice, constitute the complete and exclusive agreement between Buyer and Seller and supersede all prior communications.