

# General Sales Terms and Conditions

**1. Terms and Conditions of Sale.** All orders and purchases of architectural wood products and acoustic panels (the «**Products**») made by a purchaser directly from BOIS ARCHITECTURAL WOODZCO INC. (respectively, the «**Buyer**» and «**Woodzco**») are subject to the following terms and conditions of sale (the «**Terms**»). Accordingly, by placing an order or purchasing Products from Woodzco, Buyer agrees to be bound by and comply with the Terms. Except as otherwise provided, these Terms, together with the limited warranty (the «**Warranty**») and the purchase order of Product provided by Woodzco, constitute the entire agreement between Woodzco and Buyer with respect to the purchase and sale of Products (collectively, the «**Agreement**»).

**2. Acceptance and Confirmation of Orders.** All orders are subject to the prior written acceptance and approval of Woodzco, at its sole discretion. Upon acceptance of an Order by transmission of a purchase order by Woodzco, Buyer will provide final confirmation by email, or any other means expressly accepted by Woodzco, within thirty (30) days of the date of the purchase order (the «**Order**»). Buyer may not amend or cancel any Order so confirmed without the prior written consent of Woodzco. Woodzco reserves the right to charge Buyer for any costs incurred as a result of Buyer's cancellation or modification of the Order. In the event of any inconsistency between these Terms and the contents of an Order, these Terms shall prevail.

**3. Availability of Products.** Woodzco does not guarantee the availability of the Products ordered. If Woodzco is unable to make complete delivery of any Order, Woodzco reserves the right to make partial shipments and to charge for such partial shipments, in its sole discretion. Pending Orders will be filled as Products become available. Woodzco shall not be liable for any loss or damage incurred by Buyer as a result of the unavailability or late shipment of Products.

**4. Right to Cancel an Order.** Notwithstanding Woodzco's acceptance of an Order, to the extent permitted by applicable law, Woodzco reserves the right to cancel any Order at any time and for any reason, all without liability or penalty and subject only to notice to Buyer of such cancellation.

**5. No Exclusivity.** No exclusivity of any kind is granted to Buyer by Woodzco. Woodzco reserves the right to manufacture, distribute, sell or otherwise deal with the Products in any manner and with any person of its choice.

**6. Delivery of Products.** All sales shall be made EXW Woodzco's warehouse (Incoterms® 2020). Woodzco shall package the Products and prepare them for shipment to the agreed upon delivery address as set forth in the Order (the «**Delivery Address**»). Written notice of shipment will be provided to Buyer when the Products are handed over to a carrier for shipment (the «**Notice of Delivery**»). Woodzco will then provide Buyer with all shipping documents, including an invoice, a list of Products shipped and any other necessary documentation.

Buyer will take delivery of the Products at the Delivery Address at the time specified in the Notice of Delivery. Buyer shall be responsible for all costs of shipping and delivery of the Products and shall provide equipment and labour reasonably adapted to receive the Products at the Delivery Address.

Woodzco may, at its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment shall constitute a separate sale, and Buyer shall pay for the Products shipped, whether such shipment includes full or partial execution of the Order.

If, for any reason, Buyer fails to take delivery of any Product in accordance with this Section, or if Woodzco is unable to deliver the Products to the Delivery Address at the time specified in the Notice of Delivery because Buyer has failed to provide proper instructions, documents, licenses or authorizations: (i) risk of loss of the Products shall be transferred to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Woodzco, at its sole discretion, may store the goods until Buyer picks them up, in which case Buyer shall be responsible for all related costs and expenses (including, without limitation, storage fees and insurance), in addition to which Woodzco may charge a fee equal to one percent (1%) of the total Order price.

Notwithstanding the foregoing, ownership of the Products shall not pass to Buyer until Woodzco has received full payment for the Order.

**7. Transfer of Risk.** Risk of loss, damage and breakage to the Products shall pass automatically to Buyer upon arrival of the Products at the Delivery Address. To the extent permitted by applicable law, Buyer acknowledges and agrees that neither Woodzco nor its agents or employees shall be liable for: (i) any damage to, loss of or breakage of the Products once shipped to the Delivery Address hereunder; or (ii) any damage to or breakage of Buyer's property, except to the extent that such damage or breakage can be attributed to the gross negligence or intentional fault of Woodzco, its agents or employees.

**8. Acceptance of Products.** Each Product supplied by Woodzco and delivered by the designated carrier shall be deemed accepted by Buyer unless a written notice of defect or nonconformity including a description of the defect or damage to the Product, photographs of the Product or Products covered by the notice and any other voucher is received by Woodzco within seven (7) days from the date of delivery.

To the extent the notice given by the Buyer pursuant to this Section relates to an error of Woodzco or a defective Product in the opinion of Woodzco, then Woodzco may, in its sole discretion: (i) replace such non-conforming Product with a conforming Product within a reasonable time; or (ii) credit or refund the purchase price for the non-conforming Product. Except for Products covered by the procedure set forth in this paragraph, Woodzco will not accept any Product returns and will not exchange or refund any Product. If Woodzco exercises its option to replace the non-conforming Products, then Woodzco shall ship the replaced Products to Buyer at the Delivery Address. Buyer acknowledges and agrees that this paragraph sets forth Buyer's sole and exclusive remedy for the delivery of any nonconforming Product.

Notwithstanding the foregoing, Buyer acknowledges and agrees that he/she is solely responsible for examining each package of Products upon receipt at the Delivery Address. In the event of any breakage or other damage to the packaging at the time of delivery, Buyer undertakes to decline the Product and to notify Woodzco in writing immediately; if Buyer fails to do so, Buyer shall be deemed to have accepted the Product upon receipt, without the opportunity to submit a notice of defect or non-conformity in accordance with this Section.

**9. Currencies and Prices.** All prices for Products listed by Woodzco are in Canadian currency, unless otherwise clearly specified in an Order. To the extent permitted by applicable law, all prices proposed by Woodzco from time to time are subject to change without notice until delivery, subject only to notice by Woodzco to Buyer. If the price change consists of an increase of more than ten percent (10%), Buyer shall have twenty-four (24) hours from notification of such increase to cancel or amend such Order by written notice.

**10. Prices.** Buyer shall purchase the Products at the prices indicated in the Order. Prices for Products do not include taxes (including sales or value added taxes), duties, freight, shipping, insurance, brokerage fees, customs fees or charges, or any other fees or charges, all of which are the sole responsibility of Buyer.

**11. Payment Terms.** Buyer shall pay all invoiced amounts to Woodzco within thirty (30) days from the date of the invoice. Woodzco reserves the right to require partial or full payment for Products prior to production or shipment. If Buyer makes payment within ten (10) days of the bill date, Buyer shall be entitled to deduct one percent (1%) of the amount invoiced, excluding all shipping, handling and applicable taxes.

Payments may be made by check or bank transfer in accordance with the payment instructions on Woodzco's invoice. Buyer agrees that any late payment, in whole or in part, shall be subject to service costs and interest at the rate of 1.5% per month (19.56% per year). If any payment due to Woodzco is not made when due, Woodzco shall have, in addition to any rights and remedies it may have under any applicable law or by contract, and without limitation, the right to suspend the delivery of the Products, repossess the Products, all without notice to Buyer and without instituting legal proceedings. Woodzco reserves the right to refuse any future orders in the event of late payment by Buyer. Buyer shall be responsible for all legal fees and other costs and expenses that Woodzco may incur in collecting amounts due from Buyer.

**12. Limited Warranty.** The attached Warranty is the only warranty provided to Buyer with respect to the Products and is in lieu of all other warranties expressed or implied on the part of Woodzco, or any agent, employee, representative of Woodzco. Buyer undertakes to bring the Warranty to the attention of any subsequent purchaser of the Products, if any.

**13. Confidential Information.** Any non-public, confidential or exclusive documentation or data, including specifications, samples, models, drawings, plans, documents, data, business information, customer lists, prices, discounts or rebates, disclosed by Woodzco to Buyer, whether disclosed orally, in written, electronic or other form, shall remain the property of Woodzco and shall be confidential, used solely for the purpose of executing the Contract and may not be disclosed or copied without Woodzco's prior written consent. Woodzco retains all ownership rights to all designs, technical details and other data relating to any Product sold. Buyer undertakes to maintain the confidentiality of any documentation, data or estimates (whether labeled «confidential» or not) provided to him/her and not to disclose or use such documents, data or estimates in any manner inconsistent with the purpose for which they were disclosed. Buyer hereby grants to Woodzco a limited, non-exclusive license to use any material or intellectual property provided by Buyer to Woodzco for the purpose of fulfilling its obligations under the Agreement. Woodzco may require Buyer to sign a separate confidentiality agreement.

The confidentiality obligations in this paragraph do not apply to information that is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) legitimately obtained by Buyer on a non-confidential basis from a third party.

**14. Compliance with Laws.** Buyer shall comply with all applicable laws, regulations, and orders. Buyer shall maintain in force all licenses, permissions, authorizations, as and permits required to fulfill its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the goods by Buyer. Buyer assumes full responsibility for shipments of Products requiring a governmental import authorization. Woodzco may terminate this Agreement if any

governmental authority imposes anti-dumping or countervailing duties or any other penalty on the Products.

**15. Waiver; Severability.** Woodzco's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If a court of competent jurisdiction determines that any provision of the Agreement, in whole or in part, is void, invalid, illegal or unenforceable, such determination shall not affect the remaining provisions of the Agreement, each of which being separate and divisible.

**16. Survival of Provisions.** Provisions which, by their nature, should survive the expiration or termination of the Contract, shall survive the expiration or resolution.

**17. Force Majeure.** Except for payment obligations, in no event shall either party be liable to the other party or be deemed to be in breach of its obligations under this Agreement, for any failure or delay in the performance of its obligations under this Agreement, if and to the extent such failure or delay is caused by circumstances beyond such party's reasonable will. Such circumstances include, but are not limited to, superior force, epidemics, pandemics, including any health restrictions imposed in connection with the COVID-19 pandemic, floods, fires, earthquakes, explosions, wars, terrorism, invasions, riots or other civil disturbances, strikes, work stoppages or slowdowns or other industrial disruptions, the passing of any law or order-in-council, any action taken by any governmental or public authority, including the imposition of an embargo.

**18. Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein, without regard to conflict of law rules. Each party hereto irrevocably submits to the exclusive jurisdiction of the courts of the Province of Quebec, District of Quebec, with respect to any matter arising hereunder or relating to this Agreement. The *United Nations Convention on Contracts for the International Sale of Goods* shall in no way apply to this Agreement or to the transactions contemplated hereunder and shall at no time create any right or impose any duty or obligation on Buyer or Woodzco. Buyer and Woodzco hereby expressly waive any and all rights arising or which may arise under the *United Nations Convention on Contracts for the International Sale of Goods*.

