

# General Sales Terms and Conditions

July 2025



**Please read this document carefully. It contains very important information about Purchaser's rights and obligations, as well as limitations and exclusions that may apply to Purchaser.**

**I. Terms Are Exclusive:** This document which shall accompany a quote, invoice, sales receipt or document of sale (collectively, "**Sales Documents**") contains the terms and conditions that apply to your purchase from GNA ALUTECH INC., having its head office located at 9495 Trans Canada Hwy, Saint-Laurent, Province of Quebec, Canada H4S 1V3 (hereinafter "**GNA**"). This document, together with the relevant Sales Documents issued by GNA, constitute the complete and final agreement between you (hereinafter "**Purchaser**") and GNA for all sales of goods ("**Goods**") and/or supply of services ("**Services**") described herein or in the related Sales Documents. The terms and conditions contained in this document and in related Sales Documents may not be added to, modified, supplemented or superseded by the use of any other documents, including, but not limited to, any and all Purchaser documents. Any attempt to add to, modify, supplement or supersede this document and/or Sales Documents will be null and void unless any such situation is agreed to as evidenced by a signed approval issued by an authorized representative of GNA. If Purchaser accepts any performance of GNA, Purchaser will be deemed to have accepted the terms and conditions of this document and any related Sales Documents. For the avoidance of doubt and to resolve any issue regarding competing forms, in the event that the Purchaser issues a purchase order or other related purchase document, it is specifically agreed that the same is for internal purposes only and no term or condition stated in such document shall have any force or effect.

## II. Scope of Goods and Services

The scope of Goods and Services consists only of those Goods and Services expressly specified in the Sales Documents and agreed to in writing by GNA. Unless agreed otherwise, the following items are especially excluded from GNA's scope of Goods and Services:

- building where the Goods will be installed
- foundations and anchor bolts
- all piping for supplies, connections and disposal
- cable trenches and connecting cables outside the scope of supply of GNA
- laying cables and piping and the relevant equipment
- trench and pit covers
- charging baskets and frames
- platforms, stairs, railings and protective grids
- cranes, lifting platforms, transport equipment, scaffolding, forklifts and other work assistive devices
- unloading and proper storage of Goods until the time of installation

- tools, accessories, consumables and utilities required for installation, commissioning and operation
- air conditioning in particular for control rooms
- instruction/training of Purchaser's personnel
- installation and commissioning
- supplies and services related to local standards, norms and special regulations
- obtaining the necessary approvals from authorities for installation, commissioning and operation of the Goods

The supplies, services and contributions mentioned above shall be provided by Purchaser at its cost in due time and in the required quality and quantity.

## III. Prices

The prices quoted in the Sales Documents (the "**Prices**") do not include any goods, supplies, services or obligations that are not specifically identified within the scope of Goods and Services provided by GNA. In addition to the Prices and any and all other amounts appearing on the Sales Documents, Purchaser shall be responsible for and pay to GNA all sales, goods and services, consumption, value added, use and other like taxes, levies and charges, customs and/or duties chargeable by or payable to any federal, provincial, state, local, or municipal taxation authority, which GNA is required by law to collect from Purchaser (collectively, the "**Taxes**") in addition to the Prices. In the event any Taxes are imposed upon GNA, unless noted on the face of the Sales Documents, Purchaser shall pay such Taxes and shall indemnify and hold GNA harmless from such Taxes.

In case of import restrictions imposed by public authorities, such as, but not limited to, import duties, tariffs or taxes (other than Taxes) (collectively, the "**Import Restrictions**"), Purchaser shall be responsible for and pay Import Restrictions to GNA in the same manner as for Taxes, in addition to the Prices.

## IV. Payment

Payment in full is due upon receipt of invoice. However, the payment terms of a Purchaser with approved credit may be in accordance with the terms set forth in the Sales Documents. Payments are made when they have been actually received and credited to GNA's bank account. Purchaser shall bear risk with regard to any and all payments made under the Sales Documents. Purchaser shall bear responsibility for all bank fees with the sole exception of bank fees charged to GNA by the bank entrusted by GNA. Any and all payments made by Purchaser shall be net, without deduction of any Taxes and/or Import Restrictions. If milestone payments have been agreed (e.g. payment installment is due upon the start-up of the equipment or upon acceptance), Purchaser shall be obliged to

pay such installment at the relevant scheduled milestone date or as otherwise set forth in the relevant Sales Documents. Licenses for application software covered by the Sales Documents and the license code for permanent operation of the Goods will not be handed over to Purchaser until the Prices together with Taxes and Import Restrictions, as the case may be, have been fully paid. Purchaser shall not suspend or withhold payments hereunder nor delay any payments. Purchaser shall not be entitled to set off any payments hereunder. If Purchaser is in delay with its payment obligations or is late in providing payment securities such as bank guarantees, letters of credit etc., in breach of provisions agreed upon the Sales Documents, GNA at its option may:

- i) demand performance of the Sales Documents and:
  - a) postpone the performance of its own obligations until the outstanding payments and other obligations of Purchaser are fulfilled;
  - b) extend the delivery schedule appropriately at Purchaser's sole cost and expense, Purchaser being responsible for all costs and expenses incurred by GNA as a result thereof as an addition to the Prices on the Sales Documents; and
  - c) impose interest on late payments at the rate of twenty-four percent (24%) per year (two percent (2%) per month) or the maximum rate permitted by law, whichever is lower, without delay or notice, or
- ii) terminate the Sales Documents in whole or in part and any other agreement then in force between GNA and Purchaser, and Purchaser shall indemnify and hold GNA harmless for all losses, costs, damages and expenses incurred by GNA as a result thereof. In the event of termination, Purchaser shall return any and all Goods to GNA at Purchaser's sole cost and expense.

#### **V.Changes in Specifications and Drawings**

All expenses incurred by GNA for changes in specifications or drawings for the Goods which had been approved by Purchaser and for any work performed or material furnished in addition to that specified in Sales Documents, shall be added to the Prices as set forth in the Sales Documents as determined by GNA.

#### **VI. Prevailing Standards**

Although GNA's Goods are designed to comply with generally accepted standards, including, without limitation, those related to performance, safety and sanitization, it is agreed that any additional feature or changes required by local or state laws or regulations or any national and/or governmental organization, will be made at Purchaser's sole cost and expense as an addition to the Prices on the Sales Documents. Any consequences resulting from changes in law or regulations or new laws or new regulations enacted after the effective date of the Sales Documents shall also be at Purchaser's sole cost and expense as an addition to the Prices on the Sales Documents.

#### **VII. Delivery and Completion Period**

Unless otherwise agreed to in writing, GNA's performance shall begin on the latest of:

- i) the date on which the Sales Documents are signed by both parties;
- ii) the date on which all open technical matters have been clarified by Purchaser to the satisfaction of GNA; or
- iii) the date on which GNA has received the initial payment (security deposit or otherwise) to be provided by Purchaser in accordance with the Sales Documents, as the case may be.

The date of delivery is Ex-Works point of manufacture of the Goods as specified in the Sales Documents ("**EXW**" - All references to trade terms in this document in respect of delivery shall be construed in accordance with ICC INCOTERMS® 2020 published by the International Chamber of Commerce) and shall be deemed fulfilled upon readiness for shipment of the Goods, even in cases where the Sales Documents include transport and also where GNA organizes the transport. If the Goods are ready for shipment but cannot be delivered for reasons beyond GNA's control, delivery shall be deemed effected on the date Purchaser is notified the Goods are ready for shipping and any payments due on shipment shall become due on such date. In such case, risk of loss and damage shall pass to Purchaser on such date and all costs for storage, preservation, guarding and insurance shall be borne Purchaser. GNA shall be relieved of its obligations to perform on time if a delay occurs for which GNA is not solely responsible or if GNA is prevented due to a Force Majeure Event. This also applies when subcontractors of GNA are affected by a Force Majeure Event.

#### **VIII. Transportation and Insurance**

All deliveries are EXW from the premises of GNA or of its suppliers. Risk of loss or damage in transit shall be borne by Purchaser in accordance with EXW. In the event GNA undertakes to coordinate the delivery of the Goods, all costs and expenses associated thereto shall be added to the Prices set forth in the Sales Documents and paid by Purchaser. Moreover, risk of loss or damages of the Goods shall be borne by Purchaser. In absence of written shipping instructions from Purchaser, GNA shall use its own discretion with the choice of carriers and method of loading and packing. Unless otherwise agreed to in writing by the parties, GNA has no obligation to obtain insurance for Purchaser covering Goods in transit to Purchaser. If Purchaser requires a means of transportation other than that selected by GNA, any extra costs incurred by reason of using such other means shall be borne by Purchaser.

#### **IX. Technical Data and Drawings**

Weights, dimensions, consumption figures, production capacity and all technical data set forth in catalogues, brochures or advertisements are approximate values only and may not be relied upon by Purchaser or construed against GNA. GNA reserves the right to make minor changes or modifications to the Goods or to

provide any alternative materials.

#### **X. Installation Services**

Installation of the Goods including the integration with existing equipment as may be required for operation of the Goods (including alterations and modifications to the existing equipment) shall be the sole responsibility of Purchaser unless Purchaser requests, in writing, installation and integration assistance, final on-site adjustment and/or start-up services (collectively, the "**Installation Services**"). If the scope of Services includes Installation Services, Purchaser shall fully cooperate with GNA so that the Installation Services can be carried out under the best possible and efficient conditions. Purchaser shall transport the Goods at its expense to the installation area or store them in a covered and well-sheltered area, so that the Goods are maintained in good condition until installation. The proper guarding, storage and insurance against fire, accident, and/or theft of the Goods shall be provided by Purchaser at its sole cost and risk. Furthermore, Purchaser shall take care that all Goods are presented to GNA's personnel in the sequence of installation in good condition. Purchaser shall ensure that no Installation Services shall be carried out in unsanitary or dangerous conditions and that GNA's personnel is provided, free of charge, with suitable accommodations and food and that appropriate medical assistance is available on site. Prior to the start of Installation Services at site, Purchaser shall inform GNA in writing and with proper documentation of specific hazards on the site and shall provide GNA's staff with comprehensive support in the elaboration of the specific risk analysis on site. Purchaser shall at its own expense apply for and obtain any permits and inspections required for the installation, integration and/or use of the Goods. At GNA's request, Purchaser shall provide, free of charge, the required materials, means of transport, energy and power sources, fuel, utilities, consumables and personnel necessary to complete the Installation Services. If Purchaser is responsible for installation of the Goods and GNA is only responsible for supervision of installation, the costs and risks of the installation work are to be borne by Purchaser. If, during the execution of Installation Services, idle times occur for GNA's personnel due to circumstances outside GNA's control, and, as a result, additional work days or hours, travel to and from the site, and/or accommodations are necessary, Purchaser shall pay these additional costs at GNA's hourly rates applicable at the time of such idle times

#### **XI. Inspections and Acceptance**

Each delivery of Goods will be inspected by Purchaser for damage and defects. Purchaser must notify GNA, in writing, of any and all claimed damages or defects within ten (10) days of Purchaser's receipt of the Goods. If Purchaser fails to so inspect or notify GNA in writing, Purchaser will be deemed to have accepted the Goods and to have waived any claim for damages or defects. If Purchaser inspects the Goods and notifies GNA in writing, within ten (10) days of receipt of the Goods, of its claim that the Goods are damaged or defective, GNA

will review Purchaser's claim, and if valid, as determined in the sole discretion of GNA, Purchaser's sole and exclusive remedy shall be the repair or replacement of the Goods alleged to be damaged or defective, at GNA's sole discretion. Purchaser hereby agrees that such ten (10) day period is a reasonable amount of time for such inspection and revocation.

#### **XII. Performance Test/Acceptance Test**

If a performance test/acceptance test is expressly stipulated in the Sales Documents, such tests will take place within ten (10) days of the end of execution of Installation Services or when readiness for acceptance has been declared by GNA, according to the terms and conditions stipulated in the Sales Documents. Acceptance shall be deemed achieved upon successful completion of the performance test/acceptance test. If this proof is given by GNA, Purchaser shall not have the right to demand further tests. If a performance test/acceptance test cannot take place or is not successful for reasons beyond GNA's control, the Goods shall be deemed accepted at the end of Installation Services or six (6) months after delivery or readiness for shipment, whichever is earlier. Upon acceptance, Purchaser and GNA will sign an acceptance document. Minor defects shall not entitle Purchaser to withhold acceptance. Unless expressly agreed otherwise in writing, the work and travel time of the GNA staff delegated to Purchaser's site shall be paid by Purchaser at GNA's hourly rates applicable at the time of the provision of such Services. All costs incurred during the execution of Installation Services, testing and operation of the Goods, shall be borne by Purchaser. Purchaser shall not operate the Goods until acceptance has been completed. If Purchaser operates the Goods without acceptance, it is at Purchaser's own risk and the Goods are automatically deemed accepted and all contractual obligations of Purchaser shall become due immediately. Purchaser further agrees to indemnify and hold GNA harmless from any and all liability resulting from a breach of the foregoing obligations.

#### **XIII. Warranty**

GNA warrants to Purchaser that the Goods will conform to the specifications set forth in this document and any related Sales Documents. Unless the Sales Documents provide otherwise, said warranty will expire on the earliest of:

- i) Eighteen (18) months from the date of delivery of the Goods or eighteen (18) months from the date of GNA's notification to Purchaser that the Goods are ready for shipping as specified in Article VII. Delivery and Completion Period hereof; or
- ii) Twelve (12) months from the date of completion of Installation Services if said services have been performed by GNA at Purchaser's request, or from the date that the Goods are in operation if Purchaser did not request Installation Services from GNA, irrespective of a performance test/acceptance test stipulated in the Sales Documents (see Article XII. Performance Test/Acceptance Test hereof).

For items supplied by third parties incidentally to the sale of Goods or the supply of Services, including, without limitation, electric and combustion components, the warranty granted to Purchaser is limited to the warranty given by the manufacturer or supplier of said items. Goods and/or components of the Goods subject to wear and tear are excluded from this warranty. If the wear and tear components have not been specified in the Sales Documents, they are considered to be parts subject to wear and tear recognized as such in the relevant industry. Any defects in the Goods shall be notified to GNA in writing immediately from notice by Purchaser, otherwise all claims for damages and warranty shall be forfeited. If a defect is due to faulty material or bad workmanship, defective parts will be repaired free of charge or replaced at GNA's discretion. Defective components that have been replaced shall be made available to GNA and become GNA's property. In case of defects, Purchaser shall take immediate measures to prevent worsening of damage. Purchaser shall grant GNA the opportunity to correct defects and grant access to the Goods at all times and allow a reasonable time limit to rectify a defect. GNA shall in no event be liable for defects resulting from improper use or operation or maintenance of the Goods not in accordance with GNA's instructions and manuals, any alterations or modifications made by Purchaser or third parties without the prior written consent of GNA, improper storage or handling, installation or commissioning performed without the supervision of GNA's personnel and any reasons not attributable to GNA. The warranty provisions contained herein shall be deemed null and void and GNA shall have no further obligations to Purchaser in the event that Purchaser fails to make full and timely payment of any payment due for Goods or Services, including, but not limited to, payment due for services and labor performed or parts provided by GNA. The warranty provided by this Article XIII shall be subject to the limitation and exclusion of liability provisions set out in Article XVI. Limitation and Exclusion of Liability hereof. TO THE EXTENT AUTHORIZED BY APPLICABLE LAWS, THE PARTIES AGREE THAT THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NO AFFIRMATION OF GNA, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS PARAGRAPH OR ANY WRITTEN WARRANTY FURNISHED BY GNA, NOR ANY ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, MADE BY GNA TO PURCHASERS OF THE GOODS OR SERVICES SHALL CONSTITUTE A WARRANTY HEREUNDER.

#### **XIV. Returns**

No Goods are to be returned to GNA without the written authorization of GNA. GNA's Goods are sold on the basis that Purchaser has examined them and made its own selection or determination of suitability for Purchaser's need(s). Although GNA desires to help its customers make the best possible selection, the final

decision of which Goods to purchase is that of Purchaser.

#### **XV. Software**

To the extent software is included in purchase of Goods and/or Services hereunder, Purchaser will be granted a non-exclusive, non-transferrable right to use the software including the associated documentation only for the purposes of operation of the Goods or enjoying the execution of Services. Use of the software on more than one system is prohibited. Purchaser is not entitled to copy, reproduce, adapt, modify or translate the software or make it available to third parties. All other rights to the software and documentation and the source code will remain the exclusive property of GNA or the software supplier. For software supplied by third parties incidentally to the sale of Goods or the supply of Services, and standard software, the provisions of the relevant end-user license agreements shall apply and Purchaser shall assume all relevant rights and obligations resulting therefrom. Any other claims against GNA are expressly excluded.

#### **XVI. Limitation and Exclusion of Liability**

IN NO EVENT SHALL GNA BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES TO ANY PERSON, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, REGARDLESS OF WHETHER THE REPLACEMENT OR REFUND REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON WHATSOEVER. "CONSEQUENTIAL DAMAGES" FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, BUSINESS, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON OR LOSS OR DAMAGE TO PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS). The overall liability of GNA under or in connection with this document and any related Sales Documents under whatever title, whether arising out of a breach of warranty, negligence, strict liability, tort, breach of contract or any other theory, or by way of a statute or otherwise, shall, in the aggregate, be limited to ten percent (10%) of the amounts paid to GNA by Purchaser for the Goods or Services subject to the claim before Taxes and Import Restrictions. This limitation of liability is cumulative and not per incident (the existence of more than one claim shall not enlarge this limit). Legal proceedings relating to the foregoing may be commenced by Purchaser if initiated within the lesser of two (2) years after the cause of action arose or the expiry of the warranty period set forth in Article XIII. Warranty hereof. The exclusions and limitations of liability shall apply to all of GNA's liabilities arising out of or in connection with this document and any related Sales Documents, including, without limitation, any liability resulting from breach of guarantees and warranties. The exclusions and limitations of GNA's

liability shall apply to the fullest extent permitted by law and shall also apply for the benefit of GNA's personnel, its affiliated companies, licensors and subcontractors. The rights and remedies of Purchaser stipulated in this document shall be the exclusive rights and remedies available to Purchaser in lieu of all other rights and remedies expressed or implied by law.

#### **XVII. Compliance with Export Control and Customs Regulations**

Performance of the Sales Documents on the part of GNA shall be subject to trade regulations, in particular national or international (re-) export control regulations and/or customs regulations, including embargoes, sanctions or other restrictions on the movement of goods (hereinafter referred to collectively as "**Foreign Trade Regulations**") which hinder the performance of the Sales Documents by GNA, otherwise GNA shall be entitled to terminate any and all Sales Documents, in whole or in part.

Purchaser shall comply with the applicable Foreign Trade Regulations when passing on the Goods supplied by GNA and the associated documentation to third parties, regardless of the manner in which they are made available or the Services provided by GNA, including technical support of any kind. In any case, Purchaser shall comply with the Foreign Trade Regulations of GNA's country of domicile, namely, Canada, as well as of the European Union, the United Kingdom of Great Britain, Northern Ireland and the United States of America when passing on the Goods or Services to third parties. If Purchaser violates Foreign Trade Regulations when passing on the Goods or Services, GNA shall be entitled to refuse to fulfill any of the Sales Documents and / or to terminate any of the Sales Documents concluded with Purchaser for good cause with immediate effect and GNA shall be entitled to demand contractual liquidated damages equal to five per cent (5%) of the aggregate Prices set forth in the Sales Documents from Purchaser.

Upon request, Purchaser shall be obliged to provide GNA with all information and documents which are required for compliance with Foreign Trade Regulations or which are requested by authorities in this respect. These obligations may include, in particular, information on the final recipient as well as the (final) place of destination and the intended use of the Goods or Services of GNA.

Purchaser shall fully indemnify GNA against all claims asserted by authorities or other third parties against GNA due to Purchaser's non-compliance with export control obligations and Purchaser undertakes to compensate GNA for all damages and expenses incurred in this connection. Any liability of GNA for damages in connection with or due to the refusal to fulfill any of the Sales Documents or due to a termination of any of the Sales Documents by GNA shall be excluded.

#### **XVIII. Non-Disclosure and Protection**

Purchaser agrees to keep Proprietary Information confidential and to use Proprietary Information strictly in accordance with this document and any related Sales Documents and only for the purpose of operation and

maintenance of the Goods. Under no circumstances is Purchaser authorized to disclose or allow a third party access to Proprietary Information (which shall remain GNA's exclusive property), nor shall Purchaser be entitled to reproduce Proprietary Information without prior written permission from GNA. In case of violation of Purchaser's obligations hereunder, GNA shall, in addition to any other rights, be entitled to equitable and injunctive relief. As used herein, "**Proprietary Information**" shall mean all information disclosed to Purchaser by GNA or any personnel, affiliated company, licensor or subcontractor of GNA in any medium (including, without limitation, electronically), orally, by samples or in writing. These provisions shall apply retroactively to any Proprietary Information that may have been disclosed in connection with proposals, discussions and negotiations prior to the effective date of this document or any related Sales Documents.

GNA's specification, drawings, manuals, programs and all other written material supplied by GNA are subject to copyright, trademark, trade name and/or trade secret protection and are not to be reproduced, in whole or in part, without the express written consent of GNA. All such information of GNA which is confidential, non-public and/or proprietary in nature shall be protected as such by Purchaser.

Purchaser shall not engage, whether directly or indirectly, any competitor of GNA for the performance of any work or services, or any maintenance work or maintenance services, related to the Goods delivered by GNA without the prior written approval of GNA, which approval is subject to GNA's sole discretion. In particular, Purchaser shall ensure that no competitor of GNA has access to specifications, drawings, manuals, programs and all other written material provided by GNA.

#### **XIX. Indemnification**

Purchaser agrees to indemnify and hold GNA harmless from and against all claims, demands, or actions regardless of legal theory, including the costs and expenses incurred in the defense thereof, brought against GNA, whether based on an act, omission or negligence of Purchaser, or its agents, employees, subcontractors or customers, in connection with Purchaser's or its customers' subsequent sale, consumption or use of the Goods, or upon any defect in the Goods caused by Purchaser, its agents, employees, subcontractors or customers.

If the time schedule for the supply of Goods and/or Services or for the execution of any of GNA's obligations under this document or any Sales Documents is delayed or postponed for reasons beyond GNA's sole control, the additional costs incurred in implementing the foregoing will be assumed by Purchaser and invoiced according to GNA's service rates in force at said time. Under such circumstances, GNA is entitled to adjust the contractually agreed Prices accordingly.

#### **XX. Solvency of Purchaser**

Purchaser represents that by placing an order for Goods and/or Services, it hereby acknowledges that it

is in good standing and not insolvent. In the event that Purchaser becomes insolvent before delivery of Goods or execution of Services, it will promptly notify GNA. Failure to promptly notify GNA shall constitute a written reaffirmation of Purchaser's solvency at the time of delivery or execution. GNA may, at its option, suspend performance of its obligations if, in its reasonable opinion, the credit of Purchaser becomes impaired ("**Financial Impairment**") and this, until such time as GNA has received full payment or satisfactory security for payment for deliveries and execution made and GNA is satisfied as to Purchaser's credit for future deliveries and execution. GNA reserves the right, upon written notice to Purchaser, to cancel any order or require full or partial payment or adequate assurance of performance from Purchaser, such as an irrevocable letter of credit, deposit, advance payment, and/or other sureties or guarantees in the event of:

- (i) Financial Impairment;
- (ii) Purchaser's insolvency;
- (iii) the filing of a voluntary petition in bankruptcy by Purchaser;
- (iv) the filing of an involuntary petition in bankruptcy against Purchaser;
- (v) the appointment of a receiver or trustee for Purchaser; or
- (vi) the execution by Purchaser of an assignment for the benefit of its creditors.

#### **XXI. Security Interest**

It is understood and agreed that GNA reserves and maintains a security interest in the Goods sold to secure Purchaser's payment of amounts due for the Prices and any other charges owed by Purchaser, and Purchaser agrees that GNA may (but is not obligated to) take appropriate actions to evidence and perfect such interest and that Purchaser will co-operate with GNA in taking such actions.

For the avoidance of doubt, title to the Goods sold and the right of repossession and removal thereof (with or without legal process) in case of non-payment therefore or default by Purchaser shall be and remain vested in GNA, and such Goods shall be deemed to be and remain personal property, severable or removable without injury to the building, until full-cash payment therefore shall have been received by GNA. Purchaser agrees to protect and maintain GNA's title and right to possession and removal accordingly. Purchaser also agrees to properly care for any Goods delivered until the same is fully paid for and to hold GNA harmless against any Taxes or Import Restrictions assessed upon the same, or any part thereof, after the date of delivery of the Goods or readiness of the Goods as specified in Article VII. Delivery and Completion Period hereof.

#### **XXII. Assignment**

Neither this document nor any related Sales Documents may be assigned, in whole or in part, by Purchaser, without the prior written consent of GNA, which consent is subject to GNA's sole discretion.

#### **XXIII. Force Majeure Event**

Failure of GNA, in whole or in part, to perform its

obligations hereunder when due if occasioned by an act of God, fire, explosion, flood, riot, war, insurrection, labor disputes, sabotage, epidemics, pandemics, accident, embargo, or by interruption or delay in transportation, or non-availability of means of transportation or by any inadequacy or shortage or failure of supply of product, unavailability of supplies, or by compliance with any order, direction, action or request of any court or of any governmental officers, department or agency, or by machine or computer breakdown or malfunction, message sent over the Internet failing to arrive, being delayed or being directed to the wrong address, computer viruses, worms, Trojan horses or other malicious code, or by other similar or dissimilar causes beyond GNA's control which makes it impossible for GNA to perform (collectively, a "**Force Majeure Event**"), shall not subject GNA to any liability to Purchaser for failure to perform or delay in performing any obligation under any Sales Documents. In the event that GNA is prevented by a Force Majeure Event from performing its obligations under any of the Sales Documents for a period of sixty (60) days, GNA shall have the right to terminate any said Sales Documents at any time subsequent to the expiry of said sixty (60) days, by written notice to Purchaser and, notwithstanding the foregoing, Purchaser shall remain obligated to pay for any Goods produced or in the process of fabrication and for any Services provided by GNA.

#### **XXIV. Setoff**

Purchaser shall not be entitled to set off any amount owed by Purchaser to GNA against any amount owed to Purchaser by GNA.

#### **XXV. Remedies of GNA**

Upon default or breach by Purchaser, Purchaser agrees to reimburse GNA for all attorneys' fees and costs incurred by GNA in connection therewith. Purchaser agrees that any of the following shall constitute an event of default which shall enable GNA, at its option, to cancel any unexecuted portion of an order, and/or to exercise any right or remedy which it may have by law: (i) the failure of Purchaser to perform any term or condition contained herein and/or in any Sales Documents;

- (ii) any failure of Purchaser to give required notice;
- (iii) the insolvency of Purchaser or its failure to pay debts as they mature, an assignment by Purchaser for the benefit of its creditors, the appointment of a receiver for Purchaser or for the Goods covered by the Sales Documents, or the filing of any petition to adjudicate Purchaser bankrupt;
- (iv) the death, incompetence, dissolution or termination of existence of Purchaser;
- (v) a failure by Purchaser to provide adequate assurance of performance within ten (10) days after a justified demand by GNA; or
- (vi) if GNA, in good faith, believes that Purchaser's prospect of performance under this document or any related Sales Documents is impaired.

All rights and remedies of GNA herein are in addition to, and shall not exclude any rights or remedies that GNA

may have in law or in equity. In the event it becomes necessary to incur any expense for collection of any overdue account or to enforce these General Sales Terms and Conditions through litigation, all reasonable collection charges and enforcement charges, including reasonable attorney's fees, will be the responsibility of Purchaser.

#### **XXVI. Waiver of Terms and Conditions**

The failure of GNA in any one or more instances to insist upon the performance of any of the terms and conditions contained herein or in any related Sales Documents, or to exercise any right or privilege hereunder or in any related Sales Documents, shall not be construed as a waiver of any GNA's rights or privileges hereunder or in any related Sales Documents.

#### **XXVII. Arbitration and Applicable Law**

This document and any related Sales Documents 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 the conflicts of law principles. GNA and Purchaser expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded and shall not apply to this document nor to any related Sales Documents. Any disputes arising out of or relating thereto or the breach thereof shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with these rules. Place of arbitration shall be Montreal, Canada and proceedings shall be held in the English language. Judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

#### **XXVIII. Language**

The parties acknowledge that it is their express wish that these General Sales Terms and Conditions and all related Sales Documents be prepared in English. *Les parties reconnaissent que c'est leur volonté expresse que les présents termes et conditions généraux de vente ainsi que tous les documents de vente connexes soient rédigés en anglais.*

#### **XXIX. Miscellaneous**

In the event that any provision of this document or any related Sales Documents are deemed invalid, illegal, void or unenforceable, such provision shall be deemed to be separable from the other provisions, which shall remain binding. The parties shall replace the invalid, illegal, void or unenforceable provision by a new but valid, legally permitted and enforceable provision which comes as close as possible to the original intentions of the parties. In the event of any conflict between the terms and conditions contained in this document and any Sales Documents, the prevalence shall respect the following order of interpretation:

- i) the Sales Documents; and
- ii) this document,

except to the extent written evidence clearly specifically states the parties' intent to mutually agree upon a different interpretation.