

P. RIOPEL 1993 INC. (« RIOPEL »)

595, RUE SAINT-RÉMI,
MONTRÉAL, QUÉBEC
CANADA, H4C 3G6

CONTRACT OF PURCHASE OF PRODUCTS

ACCEPTANCE OF PURCHASE ORDER - CUSTOMER ACCEPTS TO PURCHASE THE PRODUCTS ("Products") FROM RIOPEL, THE WHOLE AS DESCRIBED IN THE PURCHASE ORDER ("PO") ATTACHED HERETO AND UPON THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT OF PURCHASE OF PRODUCTS ("Contract"). RIOPEL RESERVES THE RIGHT TO ACCEPT OR REFUSE ANY PO. THE CONTRACT SHALL BE DEEMED ACCEPTED AND SHALL BECOME A BINDING OBLIGATION UPON THE TERMS AND CONDITIONS CONTAINED HEREIN WHEN IT IS SIGNED AND RETURNED BY CUSTOMER TO RIOPEL, AND, IF APPLICABLE, THE DEPOSIT IS PAID TO RIOPEL.

CREDIT APPROVAL - All new Customers are subject to satisfactory credit approval prior to the Contract being binding.

DEPOSIT - RIOPEL reserves the right to request a deposit for the Purchase Order, and, in such case, RIOPEL shall not commence production of the Products until such time as it receives the Deposit.

PRICE – All prices are subject to applicable provincial and federal sales taxes, and, if applicable, freight, transportation fees and other related costs.

TRANSPORT OF PRODUCTS - Customer to confirm its election between the transport options below:

(A) When Customer elects to arrange for their own transport, it is responsible for and assumes full responsibility for organizing shipping and transport of the Products at the Customer's cost. In such case, the Customer will make his own arrangements for transport, and he must notify RIOPEL by sending an email to info@riopel.com beforehand. Pickups shall only be made during RIOPEL's shipping hours namely, Monday to Friday of each week from 08:30 to 15:30. RIOPEL shall comply with RIOPEL's shipping instructions. Packing, crating, freight and/or any other shipping services shall be charged to the Customer. The risk of loss shall pass unto Customer upon receipt of the Products by Customer's designated carrier;

-or-

(B) When RIOPEL is responsible for organizing shipping and transport of the Products. Shipping, packing, crating, freight and/or any other shipping services shall be charged to the Customer. The risk of loss shall pass unto the Customer upon designated carrier receipt of the Products;

In the event that the Customer fails to pickup its Product within 48 hours of its ready date, RIOPEL shall charge additional manipulation and stipulation fees, which shall be due and required prior to pickup of Products.

INSPECTION - Upon receipt of the Products, Customer is responsible for the inspection and verification of all Products and packaging upon reception to detect any damage due to transport and to ensure that there are no missing item(s) or part(s).

In the event that the Customer detects damage(s) or missing item(s) or part(s), it must notify RIOPEL and the carrier in writing by email at info@riopel.com of its claim within five (5) business days of receipt of the Products, failing which, claims for missing or unreceived item(s) or part(s) will not be honored.

DELIVERY DATE – The estimated date of delivery of the Products shall be agreed upon by the parties in writing. RIOPEL shall notify Customer in writing immediately of any actual or potential delays in the delivery of the PO.

TERMINATION WITHOUT CAUSE - Customer may not, at any time, terminate the PO or work under the PO, for convenience and without cause. Notwithstanding the foregoing, if the PO is not yet in production, the Customer may cancel the PO upon payment of fifteen percent (15%) of the total invoice amount. Customer may not request that a PO be suspended or placed on hold after the order has been put in production.

TERMINATION FOR DEFAULT - Customer may by notice in writing to RIOPEL, terminate the PO, in whole or in part, at any time if RIOPEL fails (a) to perform within the time specified herein or any extension thereof; or (b) to perform any of the other provisions of the Contract, and in any case, does not cure such failure within a period of fifteen (15) days from its receipt of Customer's notice.

FORCE MAJEURE - RIOPEL shall not be liable for any failure to perform including failure to produce or deliver Products, caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, pandemics, fire, flood, acts of war, terrorism, government action, accident, labor difficulties or shortage, inability to obtain goods, equipment or transportation. In the event of failure to perform as a result of Force Majeure, either party may terminate the PO without prejudice.

PROPRIETARY RIGHTS - Any intellectual property, including, without limitation, shop drawings and component parts made or conceived by RIOPEL in performance of the Contract shall be considered to be the exclusive property of RIOPEL.

The main component parts of RIOPEL© products are protected by copyright and any reproduction of component parts infringes its copyright©.

DEFECTS - If any of the Products shall be found within **thirty (30) days** from the delivery date to be defective in material or workmanship, Customer shall notify RIOPEL in writing, and RIOPEL may inspect the Products and if it is determined that the Product is indeed defective, RIOPEL may

at its discretion, (a) repair non-conforming Products, or (b) replace non-conforming Products with conforming Products, or (c) credit the purchase price for the non-conforming Products.

RETURNS – Unless Products are determined to be defective as per above, Products cannot be returned.

CHANGES - Customer shall have the right upon notifying RIOPEL to suspend or make changes from time to time in the Products or Services or to change the delivery date. If any such change affects the cost of such Products or Services, an equitable adjustment in price will be made. But any claim by RIOPEL for adjustment shall be asserted within thirty (30) days from its receipt of the notice.

PRICE - Prices for RIOPEL products are subject to change without notice. All quotes made by RIOPEL to a Customer will be valid for a period of thirty (30) days from the date of the quote unless otherwise agreed in writing and confirmed by RIOPEL. Prices are based on the specifications and the quotes received from the Customer. Any change in quantities and specifications will result in a change in price and may result in a delivery delay.

PAYMENT - Each invoice submitted by RIOPEL shall be provided to Customer upon delivery of Products. Customer shall pay the invoiced amount within thirty (30) days after receipt of an invoice. Prices shall include, and RIOPEL shall be liable for and pay, all taxes, duties, or tariffs imposed on or measured by the Contract, except for applicable sales and use taxes that are separately stated on RIOPEL's invoice. Prices shall not include any taxes for which Customer has furnished evidence of exemption. Cash on delivery (COD) orders shall be paid immediately upon receipt of invoice, and before the delivery is made. Any arrears of payment within the aforementioned delay, shall incur interest at 2% per month from the date of the invoice.

WARRANTY AND LIMITATION OF LIABILITY - RIOPEL warrants that its Products will be free from defects in design, workmanship and for a period of **one (1) year** from the date of receipt of the Products by the Customer. It is understood that this warranty applies under normal conditions of use and does not cover Products (i) that have not been used, installed, and/or stored according to the rules of the art and the applicable building code, as well as the technical data sheets provided by RIOPEL, (ii) that have been modified in any way whatsoever, or (iii) whose damage is caused by misuse or improper maintenance or wear and tear.

The Customer's sole and exclusive remedy for breach of warranty, and RIOPEL's sole obligation, shall be, at RIOPEL's discretion, to repair or replace any defective product free of charge or to refund the purchase price of the defective product provided that (i) any claim is made in writing, within the one year period, and as soon as the defect(s) is discovered, and (ii) the defective product is provided to RIOPEL for inspection, along with a copy of the original purchase receipt.

RIOPEL makes no other representations, warranties or conditions, expressed, implied or statutory, including but not limited to any other implied warranty of merchantability or any other implied warranty of particular use. The responsibility of RIOPEL can only be an amount equivalent to the amount invoiced and collected for a given order, excluding applicable taxes.

In situations where a Customer places an order for any project, RIOPEL is not responsible for determining whether its products are a substitute approved by the project architect or any other person responsible for approving any substitute.

LIMITATION OF LIABILITY - IN NO EVENT SHALL RIOPEL BE LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THE CONTRACT OR THE PO, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCT OR LOSS OF PROFITS, WHETHER OR NOT RIOPEL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ENTIRE AGREEMENT - The Contract, with such documents as are expressly incorporated by reference, shall be intended by the parties as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties, no usage of the trademark, no prior or contemporaneous agreement, representation or understanding, oral or written, shall be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge and opportunity for objection.

WAIVER - The failure of Riopel to enforce at any time or, for any period of time, any of the provisions hereof shall not be construed to be a waiver of such provisions, nor the right for RIOPEL thereafter to enforce each and every such provision.

DISPUTES - The Contract and PO shall be construed and interpreted according to the Laws applicable in the Province of Quebec, Canada. The exclusive forum for adjudication of any disputes shall be the Judicial District of Montreal, Canada, and the parties hereby consent to personal jurisdiction and venue in such courts in any proceeding.

LANGUAGE - The parties have specifically required that the Contract and any ancillary documents be drafted in English. *Les parties aux présentes ont exigé que cette convention et ses documents accessoires soient rédigés en anglais.*

THE CONTRACT IS ACCEPTED ON THIS DATE: _____ .

CUSTOMER:

(Insert Corporate name here)

PER:

(Insert name and title here)

Duly authorised as he/she declares