



Hettich Canada L.P. (Head office) -120 Barr, St-Laurent, Quebec, H4T 1Y4, Canada

**Hettich Holding
GmbH & Co. oHG**

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Supplier GENERAL TERMS AND CONDITIONS

1.Special Terms. This Agreement shall constitute the complete Agreement between Buyer (identified on the face hereof and herein called "Buyer") and Hettich Canada L.P. (herein called "Seller") and shall supersede all prior oral and written statements of any kind whatsoever made by the parties and their representatives: All terms and conditions heretofore or hereafter contained in Buyer's purchase orders or elsewhere which are different from, in addition to, conflict with, or vary the terms hereof and are hereby objected to and shall not be binding on Seller, unless expressly agreed to in writing, signed at Seller's home Province by a duly authorized officer of Seller in a document making specific reference to this Agreement and specifically stating that it "amends" this Agreement.

2.Acceptance. Buyer's orders shall not constitute contract of sale, unless accepted in writing by an authorized agent of Seller at its home office. Seller's acceptance of any order is expressly conditioned upon Buyer's assent to the terms and conditions of sale set forth therein. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of Seller's acceptance of Buyer's order, the sale and shipment by Seller of the goods covered hereby shall be conclusively deemed to be subject to such terms and conditions of sale and Buyer shall be deemed to have assented thereto. In the event the terms of Buyer's purchase order require or provide for Seller to commence performance in any way prior to receipt by Buyer of Seller's written acknowledgement, Buyer's consent to, and acceptance of, such terms and conditions of sale shall be deemed to have occurred on the date of performance so commences.

3.Prices. The prices and specifications set forth on the face of this Agreement are subject to change without notice, unless otherwise expressly indicated thereon.

4.Taxes. Any applicable Federal, Provincial, local or other government tax or charge on the sale or shipment of the goods covered by this Agreement shall be added to the price and paid by Buyer. Buyer agrees to hold harmless Seller from all such taxes, including interest and penalties thereon, and any costs and expenses in connection therewith.

5.Shipment, Freight, and Delivery. Risk of loss passes to Buyer when goods are delivered to carrier at such shipping point. Buyer shall insure goods against all risks subject to normal exclusion, from time risk of loss passes to Buyer until all amounts payable by Buyer to Seller are paid in full, with first loss payable to Seller, as its interest may appear. Except otherwise provided, all prices are F.O.B sellers warehouse.

6.Terms. Except as otherwise provided, net thirty (30) days from date of Seller's Invoice. In the case or orders for items referred to items which are not referred to, in the Seller's catalog are not subject to cancellation. Statements are

Hettich Holding GmbH & Co. oHG · offene Handelsgesellschaft · Sitz Kirchlingern · Registergericht Bad Oeynhausen HR A 4728,
Steuernummer 5 310/5731/0256, Ust. IdNr. DE124328133 · Gesellschafter: Anton Hettich GmbH & Co. KG,
Dr. Erwin Hettich GmbH & Co. KG
Hettich Holding Verwaltungs GmbH · Sitz Kirchlingern · Registergericht Bad Oeynhausen HR B 7552
Steuernummer 5 310/5731/0267
Geschäftsführer: Dr. Andreas Hettich, Stefan Jonitz

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Office Excellence



issued monthly. Buyer shall have no right of set-off. Buyer shall reimburse Seller for the cost of collection including, reasonable attorney's fees, of any overdue amount owed by Buyer to Seller, and such collection costs shall also be subject to the carrying charges.

7. Financial Responsibility. Shipment and deliveries hereunder shall at all time be subject to approval of Seller's Credit Department, and Seller at any time may require payment in advance or satisfactory security of guarantee that invoices will be promptly paid when due. Until credit approval has been obtained, orders will be shipped only on the basis of payment in advance. To expedite credit approval, three credit references should be submitted with the initial credit order. If Buyer fails to comply with any terms of payment of this order or any other contract with Seller, Seller, in addition to its other rights, and remedies, but not in limitation thereof, reserves the right to withhold further deliveries or terminate this or any other contract with Buyer, and any unpaid amount thereupon shall become immediately due and payable.

8. Buyer's Agreement to Defend. If any goods (I) sold or supplied to Buyer by Seller are not maintained and operated in accordance with recommended procedures, or (II) sold or supplied to Buyer by Seller are to meet Buyer's specifications, requirements or instruction, Buyer agrees to defend, protect and save Seller harmless against all suits at law or in equity and from all costs of suit, legal fees and expenses, damages, claims and demands arising out of or awarded in connection with such sale or supplying. Notice of Accident or Malfunction. Buyer shall notify Seller promptly and in any event within thirty (30) days of any accident or malfunction involving goods manufactured or sold by Seller which results in personal injury or damage to property and shall cooperate fully with Seller in investigating and determining the cause of such accident or malfunction. In the event that Buyer fails to give such notice to Seller and to so cooperate, Buyer agrees to protect, defend and save Seller harmless as provided in Paragraph 8.

9. Limited Warranties and Limitations of Remedies. Except as otherwise provided, the Seller warrants for a period of ninety (90) days from date of shipment, that the goods supplied by it to Buyer have been made of good materials and workmanship and conform to the catalog description or other specifications. Seller further warrants for said period that the goods supplied by it are fit for ordinary purpose or purposes indicated in the catalog or other specifications (for which such goods are normally used) when properly installed and used. The foregoing warranties are exclusive, and in lieu of all other warranties, express or implied (whether written or oral), including but not limited to any implied warranty of merchantability or fitness for any particular purpose. In the case of (a) materials not manufactured by Seller the use of which is suggested by Seller's General Recommendations, application or installation procedure, or otherwise (b) goods sold by Seller to Buyer for other than resale; and (c) all display items sold by Seller to Buyer, Seller makes no warranty, express or implied (whether written or oral) with respect to such materials, goods or items, including but not limited to, any implied warranty of merchantability or fitness for any particular purpose. Seller will, at its sole option credit, repair or replace any warranted goods supplied to Buyer by it which are defective in workmanship or material if Seller receives written notice from Buyer of the alleged defect within ninety (90) days from date of shipment. Any claims for shortage must be made with five (5) days of receipt of shipment. Any claim not made within said periods shall conclusively be deemed waived by Buyer. The Seller's responsibility hereunder shall be conditioned upon examination of the goods by Seller, return of the goods to Seller at the direction and expense of Seller. Goods are not to be returned to Seller and will not be accepted without Seller's written consent. Returns of goods other than defective goods will be subject to a handling charge equal to twenty percent (20) of the price of such goods. Claims with respect to goods damaged during shipment shall not be returned to Seller as Seller is not responsible for such damaged goods. Seller shall not be liable for any labor or other expenses incurred by the Buyer in order to remedy any defect in its goods. Seller shall not be liable for any consequential, special or contingent damages, arising directly or indirectly from any defect in goods specified herein, from the use thereof or from Buyer's inability to make use thereof. The discharge of Seller's warranty obligation hereunder shall constitute fulfillment of all liabilities of Seller to Buyer, whether based on contract, negligence or otherwise with respect to the goods sold or provided hereunder. The remedies set forth herein shall be exclusive remedies available to the Buyer and in lieu of all other remedies and the liability of Seller, whether in contract, in tort, under any warranty or otherwise, shall not exceed the price of the goods sold, supplied, or furnished by Seller hereunder on which liability is based. Seller neither

assumes nor authorizes any representative or other person to assume for it any obligation or liability other than is expressly set forth herein. Any suit or action arising out of, or relating to, this Agreement or the breach thereof, must be commenced within one (1) year after the cause of action has accrued. The foregoing shall not limit the time within which any suit or action must be brought to collect any amount agreed to be paid by Buyer to Seller or to enforce a judgment in favor of Seller against Buyer or to collect any amount awarded thereunder. The sole purpose of the stipulated exclusive remedy shall be provided to Buyer with a credit or replacement for, the repair of, defective parts in the manner provided herein. This exclusive remedy shall be deemed to have failed of its essential purpose so long as Seller is willing to credit Buyer's account, or repair or replace the defective part(s) in the manner prescribed herein.

10.Defaults or Delays. Seller shall not be liable for any default or delay in production or delivery of all or any goods resulting either directly or indirectly from: (a) accidents or breakdowns of, mechanical failure of, Seller's plant machinery or equipment; strikes or other labor trouble; labor shortages; fire; flood; wars; acts of the public enemy; acts of God; delays of suppliers; delays in transportation or lack of transportation facilities; embargoes; shortages of or reduction in energy sources; priorities, allocations, limitations, restrictions, or other acts required or requested by Federal, Provincial, or local governments, or any subdivision, bureau or agency thereof; or (b) any cause beyond the control of Seller. In no event shall Seller be liable for any consequential, special or contingent damages arising out of Seller's default or delay in filling this order.

11.Governing Law and Jurisdiction. This order is executed by both Buyer and Seller with reference to the laws of the Province of Quebec, Canada and the right of all parties and the construction and effect of every provision hereof shall be subject to and construed according with these laws. Adjudication of all disputes shall be in the Province of Quebec, Canada.

12.Binding Effect. The provisions of this order shall bind and inure to the benefit, of Seller and Buyer and their respective successors and assigns. However, neither this Agreement, nor any part thereof or right thereunder, may be assigned by Buyer without prior written consent of Seller.

13.Claims. Within five (5) business days after receipt by Buyer of the goods supplied to it by Seller, Buyer must give written notice to Seller of any claim by it based upon the condition, quantity, grade, or non-conformity of the goods, which notice must indicate that basis of Buyer's claim in detail. Failure of Buyer to comply with this notice requirement shall constitute irrevocable acceptance of the goods supplied to it by Seller and shall bind Buyer to pay Seller the full price of such goods.

14.Notice. All notices will be effective on the date of postmark.

15.Seller's Remedies. If Buyer fails to make any payment in cash when due, if there is a breach of any warranty, covenant, or other agreement by Buyer, or if Seller deems itself insecure, then, at the option of Seller, Buyer shall be deemed in default, and upon written demand by Seller to Buyer, Seller shall have the right of immediate possession of the goods, which Buyer agrees to tender peacefully to Seller, and/or the unpaid contracted indebtedness remaining unpaid shall become immediately due and payable to the extent permitted by law. Seller shall have all rights and remedies specified herein in addition to those legally set out in Provincial legislation. All such rights and remedies are cumulative. No delay or failure by Seller to exercise any right or remedy shall impair in any manner whatsoever any of such rights any breach or acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy.