



## General Terms and Conditions of Sale and Supply - Trade

### 1. Validity and Scope of these Terms

1.1. The parties agree that these general terms and conditions of business of Würth Canada Limited, 6330 Tomken Road, Mississauga ON (hereinafter "Terms") as amended from time to time shall form the basis of all future supply contracts, contracts for work and materials and any other type of contract concluded under the parties' business relationship. Any subsequent amendments to these Terms shall become valid if the customer has been informed of the amendment in writing and does not object to such notification within 10 business days.

1.2. Any terms and conditions of business of the customer deviating from or appending these Terms shall not be valid. They shall only become effective if expressly confirmed in writing by Würth. This shall also apply if Würth, in the knowledge of deviating terms and conditions of business of the customer, renders delivery or other services without reservation.

1.3. Employees of Würth shall not be entitled to make any supplementary agreements extending beyond this contract or which amend or waive these Terms.

### 2. Offers, conclusion of contract, commercial property rights

2.1. Offers by Würth shall be subject to change. A contract shall only be concluded upon confirmation of customer's order by Würth in writing.

2.2. Würth shall retain its ownership rights, copyright and intellectual property rights in all illustrations, calculations, drawings, drafts, designs, tools and other documents. The customer shall only be granted the right to use these within the contractually agreed purpose. No further use shall be permitted, including but not limited to reproduction, distribution, publication, transformation, and transfer to third parties or other commercial use.

### 3. Prices, payment terms

3.1. All prices shall be exclusive of packaging and delivery charges and the applicable sales taxes.

3.2. Delivery of goods shall take place upon receipt by Würth of a deposit equal to 25% of the order value or a valid Letter of Credit from a Canadian financial institution. Invoices from Würth shall be due and payable by the customer within 30 days from the date of invoice.

3.3. Würth reserves the right to charge the customer a late payment fee equal to 1.5% per month on balances outstanding longer than 45 days from invoice date.

3.4. Würth shall be entitled to assign the claims arising from the business relationship between Würth and customer.

### 4. Transfer, transfer of risk, transportation.

4.1. Unless separately agreed to the contrary, delivery is FOB Würth, Mississauga ON, via bestway.

4.2. Any instructions as to another type of delivery must be in writing by the customer to Würth and shall be at the risk and for the account of the customer.

4.3. Würth shall only take out transport insurance upon specific instructions and at the cost of the customer.

### 5. Retention of title

5.1. Würth shall retain ownership of the item purchased until the receipt of all payments arising from the business relationship with the customer. Würth shall be entitled to reclaim the item purchased in the event of a breach of contract by the customer, in particular in the case of payment default. After reclaiming and receipt of such item, Würth shall reserve the right to sell the item, and the proceeds of sale shall be applied against the customer's liabilities, less reasonable costs of sale.

### 6. Agreement as to quality, assembly, services to produce a work

6.1. Any agreement as to quality deviating from these terms or the assumption of any guarantee shall only be valid when confirmed in writing by Würth. Employees of Würth shall not be entitled to make or give any quality agreements or guarantees extending beyond the written contract and these terms.

6.2. If the customer notes major defects, the customer shall notify Würth of these without undue delay and in writing. The notice shall include a sufficiently specific description of the nonconformity in order to enable Würth to identify and remedy the nonconformity. Major nonconformities will be remedied by Würth as soon as possible and deemed accepted by the customer as soon as the customer uses the products for business purposes.

### 7. Duty of examination and notification of complaints, claims as to defects

7.1. Claims as to defects by the customer shall require that it has performed due diligence with its duties to examine and notify Würth of a complaint in writing without undue delay. A general right to return purchased goods is not granted.

7.2. Insofar as the item purchased comprises a defect, Würth shall have fulfilled its obligations and satisfied all claims, upon delivery by Würth to the customer of a new item without defect.

7.4. The statute of limitations for claims as to defects shall be 12 months with effect from the delivery date.

### 8. Liability, improper installations

8.1. The customer ensures that the local conditions, dimensions and request provided to Würth for review are accurate and correct. Würth assumes that the local conditions are approximate and must be verified and confirmed on site by customer prior to execution..

8.2. The customer must consult with a Licensed Professional Structural Engineer prior to installation of any solar PV components including racking. All calculations, layouts, new solar PV component loads, and existing roof and substructure loads must be verified and released by a Licensed Professional Structural Engineer prior to execution.

8.3. Prior to the installation, the customer must ensure and certify that the existing roof construction is rated for the expected additional load. The dimensioning software and sketches provided by Würth do not consider or substitute the structural calculation for the respective building and roof. The sketches provided by Würth are NOT to be used for construction; they are to be used for BOM and preliminary layout only.

8.4. Installation must be in compliance with the current installation manual and the prevailing standards and directives. Please visit

[http://www.wurthcanada.com/en/webkit/produkte\\_1/solar.html](http://www.wurthcanada.com/en/webkit/produkte_1/solar.html) for the current version of the installation manual. The calculation does not include a structural assessment of the building, which must be performed by a Licensed Professional Structural Engineer.

### 9. Extended durability guarantee

9.1. Insofar as Würth grants the customer a guarantee as to the durability of its mounting components, the following terms shall apply:

9.2. Unless otherwise agreed, a guarantee period of 10 years shall apply; commencing with the delivery date of the respective component.

9.3. The guarantee is granted in respect of the durability of the items purchased and shall lead exclusively to the claims specified below.

9.4. If, despite proper installation and handling, in the context of normal use, damage is caused to the items purchased, Würth shall immediately exchange the mounting component in question within the guarantee period. The guarantee is limited to additional delivery and assembly of the defective components upon notification of the damage within the guarantee period. Any statutory guarantee or liability claims shall remain unaffected.

9.5. The obligation of Würth to fulfill the guarantee shall not apply if the damage has arisen in connection with defective or improper installation or handling of the products or in connection with exceptional stress (e.g. storm damage, impact of instability of the sub-surface, particular chemical or biological effects), unless the damage is documented as not having been caused thereby but essentially due to a material or construction defect. With regard to installation and handling, the technical product descriptions and installation instructions regarding the respective products as supplied by Würth shall apply, as shall the statutory and generally recognized standards and principles of building and construction work as well as, as appropriate, on a priority basis, the plans, drawings and instructions prepared by Würth individually for the customer.

9.6. No claims shall exist if the damage is covered or can usually be covered by insurance against storm and similar events (natural-peril insurance).

9.7. This guarantee shall only establish claims from the customer of Würth, via which all guarantee claims are to be settled. Assertion by third parties shall only be possible if agreed by Würth in writing.

### 10. Applicable law, place of performance, place of jurisdiction

10.1. The law of the Province of Ontario shall apply in its currently valid version.

10.2. Unless otherwise stated in the purchase contract, place of business of Würth shall be place of performance.