



Camso Distribution (Canada) Inc.
General Conditions of Sale

1. Entire Agreement.

These General Conditions of Sale ("Conditions") are the conditions of sale of the products (the "Products") and Solideal on-site Services (the "Solideal on-site Services") sold by Camso Distribution (Canada) Inc. ("Supplier") to the buyer thereof ("Buyer") and supersede and replace any prior agreement, understanding or arrangement between the parties, other than a written and signed contract, whether oral or written including any general terms and conditions of the Buyer. If the parties have otherwise entered into a signed written contract these Conditions shall be construed to supplement the terms of such written contract only in so far as these Conditions are not inconsistent with such written contract. No modifications or additions to these Conditions shall be effective unless they are agreed to in writing by both parties.

2. Order cancellation or Modification.

A purchase order placed by Buyer as confirmed by Supplier in an order confirmation (the "Order") may not be cancelled or modified by Buyer without the written consent of Supplier.

3. Price and Payment.

Prices are stated on the Order and are exclusive of any value added tax or any other taxes, duties, packaging or shipping costs, which are all payable by the Buyer. All invoices will be paid no later than the payment term stated in the Order. Time of payment shall be of the essence in all contracts between the Buyer and Supplier. Supplier reserves its right to charge interest on any overdue sums at the maximum rate permitted by law. The Order confirmation for container load orders reflects the price in effect as of the order date. However, in the event of a price increase, commit, open, and backorders will be re-priced at the new price in effect at the time of delivery (**post customs clearance**), unless otherwise specified. Buyer shall not make any deductions, sett-offs, counterclaims or cross applications against the invoice price. Supplier reserves the right to suspend the supply of products to Buyer where either any amounts are overdue under any contract with Buyer or Buyer has exceeded any agreed extension of credit. Any extension of credit by Supplier is at Supplier's discretion and Supplier reserves its right to, at its sole discretion, change such credit terms or request full or partial advance payments. Supplier in its sole and absolute discretion, shall have the right to deduct, sett-off, counterclaim or cross apply any amounts owed by Supplier to Buyer (or any person or entity affiliated with Buyer) to reduce any amounts due to Supplier by Buyer or any person or entity affiliated with Buyer.

4. Title and Risk.

Title and risk of loss or damage to Products shall remain with Supplier until such Products are tendered to Buyer at which time title and risk of loss or damage shall pass to Buyer. Tender shall take place when Products are delivered to a carrier for transportation to Buyer or are in the possession or control of Buyer, whichever occurs first.

5. Security Interest.

To secure payment in full to Supplier for all Products sold to Buyer, Supplier shall retain a security interest and Buyer hereby grants and conveys a continuing security interest in, and hereby conveys and mortgages to Supplier such Products, which includes all inventory now owned or hereafter acquired by Buyer, which bears the brand name of any products owned, manufactured, sold or used by Supplier or any of its subsidiaries, affiliates, successors or assigns, now or in the future, including but not limited to, Supplier together with all increases, substitutions, replacements, additions and accessions to any of the foregoing; all accounts, accounts receivable, contract rights, chattel paper, instruments, and receivables of any kind arising from or related to any of the foregoing; Buyer's books and records concerning any of the foregoing; and all proceeds of any of the foregoing. Buyer shall, upon request, execute and deliver to Supplier a written security agreement(s) sufficient to set forth in further detail this security interest. Buyer also shall execute or authenticate and irrevocably authorizes Supplier to file any financing or continuation statements and amend them under applicable law, and any further documentation deemed necessary by Supplier, all in a form satisfactory to Supplier, to establish, maintain, and perfect such security interest. Prior to receipt by Supplier of final payment in full in indefeasible funds from Buyer for all Products tendered to Buyer by Supplier, Buyer shall have no right to sell or dispose of such Products except in the ordinary course of Buyer's business.

6. Delivery.

Unless otherwise stated in the Order, all Products shall be sold to Buyer FCA Supplier location (Incoterm 2010). Delivery dates stated on the Order are best estimates only.

7. Acceptance.

Buyer must inspect Products upon delivery by carrier. Failure to inspect at the moment of delivery shall constitute a waiver of such right and acceptance of Products. All claims for defective or damaged Products must be made by Buyer refusing delivery and having the carrier state the reason of rejection on the bill of lading. Buyer must inform Supplier customer service, within no more than five (5) days from rejection and provide

images of rejected Products along with bill of lading information. Buyer expressly waives its right to a security interest in the Products under Section 2-711 of the Uniform Commercial Code or under any other law. Supplier shall, at its entire discretion, either: i) repair the defective or damaged Products; ii) replace the defective or damaged Products; or iii) provide Buyer with a credit or refund for such defective or damaged Products. This shall constitute Buyer's exclusive remedy and shall not be deemed to have failed its essential purpose.

8. Returns.

No returns may be made without the prior written approval of Supplier who reserves its right to decline such request at its sole discretion. Approved returns remain subject to Supplier's inspection and acceptance of the products. For approval and instructions please contact Supplier customer service. Restocking fees may be charged at Supplier's discretion. Buyer will be responsible for all shipping charges.

9. Safety and Road Regulations.

Supplier makes no representations whatsoever that the machine or implement will be compliant with all applicable safety regulations, including road regulations, after Buyer has installed the Product onto it. Buyer is solely responsible for ensuring compliance and safety of whole machine or implement.

10. Warranty.

Supplier warrants that the Product will conform with the terms of the standard warranty provided with the Product as such may be modified from time to time at Supplier's entire discretion (the "Standard Warranty"). BUYER EXPRESSLY ACKNOWLEDGES THAT THE STANDARD WARRANTY IS THE ONLY WARRANTY OFFERED ON THE PRODUCT BY SUPPLIER AND SUPPLIER EXCLUDES AND DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY OTHER WARRANTY (EXPRESSED, IMPLIED OR PROVIDED BY LAW) INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

In case of resale by Buyer, Buyer shall extend to its customers the applicable Standard Warranty. Any warranty extended by Buyer beyond the Standard Warranty is Buyer's responsibility. Buyer will be responsible for warranty support and administration of warranty claims for any Supplier product it resells.

Notwithstanding anything to the contrary, all Products supplied and Solideal-on-site Services provided under an applicable Order shall be covered by the warranty of manufacturer of the tire brand installed, a copy of which shall be made available to you. Solideal-on-site Services rendered under an Order shall be covered by Solideal on-site service's warranty of services, a copy of which will be made available to you. All conditions, warranties and representations expressed or implied by statute, law or otherwise in relation to the Products and Solideal on-site Services are hereby excluded.

11. Limitation of Liability.

Notwithstanding any provision to the contrary, under no circumstances will Supplier's total liability to Buyer exceed the price paid for the particular Product with

respect to which losses or damages are claimed. NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, TREBLE, MULTIPLE, ENHANCED, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, LOST REVENUES, BUSINESS INTERRUPTION OR DIMINUTION IN VALUE, WHETHER CONSIDERED IN CONTRACT, IN TORT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND REGARDLESS OF ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES. This disclaimer and exclusion shall apply even if the express warranty set forth above fails its essential purpose. Buyer acknowledges and agrees that Supplier has set its prices and entered into the Order in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same forms an essential basis of the bargain between the parties. Supplier does not warrant and under no circumstances will Supplier be held liable for any product defects or actual or alleged infringement of any third party's intellectual property rights, relating to, or caused by, the design or specifications supplied by Buyer.

12. Force Majeure.

Supplier shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of Products being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Supplier's reasonable control including but not limited to an Act of God, war, pandemic, epidemic, government restrictions, riot, strike, lockout, trade dispute or labour disturbance, accident, breakdown of plant machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting Supplier's normal supply of goods and services, manufacture or delivery of Products.

13. Default of Buyer.

Without prejudice to any other rights available to Supplier and without any liability whatsoever to Supplier, Supplier may at its discretion, be entitled to cancel the Order, immediately and automatically suspend credit terms and switch from credit to cash in advance payment terms, suspend any deliveries and if the Products have been delivered but not paid for the price shall become immediately payable regardless of any previous agreement to the contrary, if any of the following occur:

- i) Buyer does not pay any amounts when due;
- ii) Buyer becomes insolvent;
- iii) Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order, or becomes bankrupt, or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- iv) an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Buyer; or

v) the Buyer ceases, or threatens to cease, to carry on business; or
vi) Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

14. Trademarks, Trade Names, Intellectual Property Rights.

Supplier at all times retains the rights to and ownership of, and does not grant Buyer any license to use Supplier's trademarks, trade names, technology, know-how, technical data, proprietary information, or other intellectual property rights.

15. Confidentiality.

Both Supplier and Buyer shall treat as confidential, not disclose to third parties and not make use other than to fulfil their obligations under the Order, of any confidential information exchanged by the parties in connection with the Order including, without limitations, the Conditions, for a period of five (5) years from the date of the Order.

16. Export Control

Supplier is part of the Michelin Group. Buyer shall respect the Michelin Group Positions, which may contain more restrictive provisions than the Trade Restrictions (defined below). These Group Positions are based on commercial considerations and other compliance concerns, including but not limited to: money laundering and corruption concerns and concerns related to the financing of terrorism. These Group Positions apply to the Products sold as spare parts or incorporated in a higher-level assembly (such as fitted unit, a ground vehicle, a plane, etc...). The list of countries to which Michelin refuses and prohibits any direct or indirect sales (including transit across these countries) is as follows: Cuba, Iran, North Korea, Syria. This list is subject to changes and Supplier reserves the right to regularly notify such changes to the Buyer.

17. Trade Restrictions

Buyer shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the Products, including but not limited to those relating to: trade sanctions (including but not limited to comprehensive or sectoral embargoes and restricted parties) and export controls (including but not limited to military or dual usage products), altogether defined hereafter as "Trade Restrictions". For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America.

Buyer shall not cause Supplier to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions. Furthermore, Buyer will not supply, sell, transfer, export, re-transfer, re-export, otherwise make available or use any Product supplied by Supplier in order to circumvent, evade or avoid any applicable Trade Restrictions.

Where Supplier has reasonable cause to suspect that any Product may be or has been supplied, sold,

transferred, exported, re-transferred, re-exported, otherwise made available to any jurisdiction targeted by relevant Trade Restrictions, or to a Restricted Person (defined below), or for any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions, Supplier reserves the right to:

- a. Immediately suspend its performance under the Order;
- b. Request further information or documentary evidence from the Buyer, including but not limited to licenses, End User Certificates, shipping or commercial documentation, in order to verify the end use(s) or end user(s) of the Products.
- c. Take any other appropriate and proportionate measure regarding its commercial relationship with the Buyer

Buyer certifies that, as of the date hereof, neither Buyer, nor any of the Buyer's Group Companies, nor any of their respective directors or officers is a Restricted Person. Buyer shall immediately notify Supplier if any of the abovementioned Buyer, Buyer Group Companies, directors or officers becomes a Restricted person.

Buyer shall indemnify and hold harmless Supplier from and against any losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any noncompliance with Trade Restrictions or Michelin Group Positions by Buyer. Buyer shall be responsible for any act or omission of Buyer, its officers, employees, affiliates, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

"Restricted Person" means any individual, entity or body either: (i) specifically designated or listed under Trade Restrictions; (ii) owned or controlled by any person specifically designated or listed under Trade Restrictions; or, (iii) acting for or on behalf of any person specifically designated or listed under Trade Restrictions.

18. Governing law.

The construction, validity and performance of the Order and these Conditions and all non-contractual obligations arising from or connected with the Order and these Conditions shall be governed by the laws of Ontario, Canada. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts sitting in Toronto, Ontario, over any claim or matter arising under or in connection with the Order and these Conditions. Each party hereby waives trial by jury in any action brought on or with respect to the Order and these Conditions.