

**VAN LEEUWEN PIPE AND TUBE (CANADA) INC. GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

Article 1 – Definitions in These Conditions

- 1.1 “Agreement” means the agreement between Van Leeuwen and the Customer to which these Conditions are attached or which incorporates these Conditions by reference.
- 1.2 “Conditions” means these General Terms and Conditions of Sale and Delivery.
- 1.3 “Confidential Information” means non-public, confidential, or proprietary information of a Party, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to clients, pricing, and marketing. Confidential information of Van Leeuwen includes, but is not limited to, know-how, prices charged by Van Leeuwen, and the commercial arrangements made between the Parties in connection with the Agreement.
- 1.4 “Customer” means the natural person or other legal entity that has entered into the Agreement with Van Leeuwen in relation to the supply by Van Leeuwen to the Customer of services and/or products.
- 1.5 “Force Majeure” has the meaning given in Section 6.2 of these Conditions.
- 1.6 “Parties” means Van Leeuwen and the Customer and “Party” means any one of them.
- 1.7 “Van Leeuwen” means Van Leeuwen Pipe and Tube (Canada) Inc.
- 1.8 If the term “written” or “in writing” is used in these Conditions, this is understood to include messages sent by email.

Article 2 – Interpretation

- 2.1 These Conditions apply to and constitute an integral part of the Agreement.
- 2.2 If a written provision of the Agreement conflicts with a provision in these Conditions, the provision in these Conditions shall govern, unless the Agreement expressly states that certain or all of the terms and conditions of the Agreement shall control.
- 2.3 If a written provision of the Agreement conflicts with an applicable Incoterm, the written provision in the Agreement shall govern.
- 2.4 Any general terms and conditions of service, purchase, sale, delivery or otherwise, used by the Customer are hereby expressly rejected and do not form a part of the Agreement.
- 2.5 In the event that the Customer’s order documentation included in the Agreement is in conflict with Van Leeuwen’s order confirmation included in the Agreement, Van Leeuwen’s order confirmation will govern.
- 2.6 The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing the Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.
- 2.7 If any term or provision of the Agreement (including these Conditions) is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 2.8 The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

Article 3 – Incoterms

- 3.1 References to Incoterms in the Agreement and these Conditions are to the version of the Incoterms published by the International Chamber of Commerce (ICC) that was in effect when the Agreement was formed.

Article 4 – Agreement Formation and Amendment

- 4.1 Legal formation of the Agreement requires a written confirmation executed by a duly authorized signatory of Van Leeuwen.
- 4.2 All offers, quotations, price lists, and other communications from Van Leeuwen are free of obligation and will not be binding on Van Leeuwen unless and until expressly and in writing incorporated into the Agreement.
- 4.3 Oral commitments will only be binding on Van Leeuwen if they are confirmed in writing by a duly authorized signatory of Van Leeuwen.
- 4.4 Deviations from, or amendments to, these Conditions must be confirmed expressly by a duly authorized representative of Van Leeuwen in writing and will apply only to the relevant Agreement and only to the extent set forth in the Agreement.

Article 5 - Confidentiality

- 5.1 The Parties are obliged to keep confidential all Confidential Information that they have obtained from one another or from another source within the context of the Agreement. Each Party will only use the other Party’s Confidential Information to the extent necessary to perform the Agreement.

Article 6 - Force Majeure

- 6.1 If Van Leeuwen is delayed in performing its obligations under the Agreement as a result of Force Majeure, the



applicable obligations will be suspended for the duration of the Force Majeure and the applicable delivery deadline for any products to be delivered will be postponed by an amount equal to the duration of the Force Majeure.

- 6.2** The term “Force Majeure” as used in these Conditions will be understood to mean any circumstances or events that are outside the reasonable control of Van Leeuwen, which will at least include power outage, telecommunication disruption, cybercrime, fire, flood, earthquake, explosion, riot, civil unrest, national emergency, war, invasion or hostilities, import and export restrictions, change in law, strikes, lockouts, epidemic or pandemic, machine failures, and other commercial disruptions due to non-performance by third party suppliers and other third parties involved with the performance of the Agreement.
- 6.3** If the Force Majeure lasts longer than three months, either the Customer or Van Leeuwen may terminate the Agreement in writing without penalty.
- 6.4** If, when the Force Majeure commences, Van Leeuwen has already performed part of its obligations, or is only able to perform part of its obligations, Van Leeuwen will be entitled to invoice separately for the obligations it has performed prior to the Force Majeure or will be able to perform during the Force Majeure.

Article 7 - Warranty

- 7.1** The products supplied by Van Leeuwen under the Agreement will possess the required specifications set out in the Agreement, if any.
- 7.2** Unless alternative quality standards or other requirements are expressly set forth in the Agreement, the products must only meet the requirements stated in the product descriptions provided by Van Leeuwen and expressly incorporated into the Agreement.
- 7.3** Except as expressly set forth in the Agreement, Van Leeuwen makes no representation, warranty or condition, express or implied, regarding the merchantability and fitness for a particular purpose of any goods or services.
- 7.4** Minor deviations and differences in quality, colour, size, weight, or finishing that are customary in the industry and which cannot reasonably be technically prevented will never constitute a breach or failure to perform by Van Leeuwen under the Agreement.
- 7.5** The warranty period for products supplied by Van Leeuwen under the Agreement shall be as set out in the Agreement and, except where the Agreement specifies otherwise, such warranty period shall not extend beyond twelve (12) months after delivery of the products.
- 7.6** To the extent that a warranty provided under the Agreement relates to products which Van Leeuwen has obtained from a third party, Van Leeuwen’s product warranty is limited to any warranty that the third party has extended to Van Leeuwen in respect of those products.
- 7.7** The Customer may only invoke any warranties under the Agreement if it has met all of its payment obligations to Van Leeuwen under the Agreement.
- 7.8** The Customer’s right to invoke a product warranty will lapse if the product has been exposed to abnormal circumstances, has not been used in accordance with the instructions for use, has otherwise been carelessly or inexpertly handled, has been changed or has had work performed on it, or if the quality of the product has been compromised due to being stored for a longer period than is customary.

Article 8 - Delivery

- 8.1** Unless expressly set forth otherwise in the Agreement, delivery will be made ex works (Incoterms).
- 8.2** The agreed delivery times and dates set forth in the Agreement are only indicative and will never be deemed to be absolute deadlines. Van Leeuwen missing a deadline will not entitle the Customer to terminate the Agreement or to any form of compensation whatsoever.
- 8.3** If delivery cannot be made at the agreed time or within the agreed term, Van Leeuwen will be entitled to make partial deliveries and the Customer will afford Van Leeuwen a reasonable time to make any remaining deliveries in order to complete the Customer’s order under the Agreement.
- 8.4** The Customer will be obliged to accept delivery of the products immediately as soon as they are ready for the Customer and Van Leeuwen has notified the Customer of this fact. Non-performance of this obligation will entitle Van Leeuwen to store the products at the Customer’s risk and expense at Van Leeuwen’s premises or at a third party storage facility and invoice the Customer for same, without prejudice to Van Leeuwen’s other rights. In such cases, the Customer cannot refuse payment on the grounds that delivery has not yet taken place.
- 8.5** To the extent the Customer is obliged to unload the Van Leeuwen products ordered, it is obliged to do so immediately.
- 8.6** The Customer will ensure that proper unloading equipment and skilled personnel are available for unloading of products.

Article 9 - Prices and Payment

- 9.1** Except where taxes (including value added taxes), other levies (including import or export duties) and packaging costs are expressly set forth in the Agreement, all Van Leeuwen prices in the Agreement are exclusive of taxes, levies and packaging costs.
- 9.2** If the Agreement includes pricing that is subject to upward adjustment based on one or more cost-price factors, Van Leeuwen will be entitled to increase the agreed price if applicable cost-price factors increase after the Agreement date but before delivery.

- 9.3 Payments must be received within thirty (30) calendar days after the invoice date indicated on Van Leeuwen's invoice. Alternative payment arrangements must be agreed in writing.
- 9.4 The Customer is not entitled to set off its payment obligations under the Agreement against any claims it may have in respect of Van Leeuwen.
- 9.5 Payment must be made in the currency indicated in the Agreement.
- 9.6 The Customer will owe interest on all late payments at the rate of eighteen percent (18%) per annum or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid.
- 9.7 All costs incurred by Van Leeuwen relating to Van Leeuwen's collection of amounts owing under the Agreement, including legal costs on a solicitor-client basis, shall be due and payable by the Customer.
- 9.8 If, in Van Leeuwen's reasonable judgment, the Customer's financial situation so warrants, the Customer will be obliged, at Van Leeuwen's request, to make immediate payment in advance or furnish security for all or a portion of the sum owed to Van Leeuwen pursuant to the Agreement, and Van Leeuwen will be entitled to suspend all or part of its performance of the Agreement until such payment is made or such security is furnished.
- 9.9 If, in Van Leeuwen's reasonable judgement, there is a concern that the Customer will not perform its payment obligations under the Agreement, Van Leeuwen will be entitled, without any notice of default being required, to repossess the products delivered, regardless of where they may be located, and Van Leeuwen's repossession costs shall be borne by the Customer.

Article 10 – Product Inspection

- 10.1 The Customer must inspect any Van Leeuwen products received for any defects or nonconformities with the specifications set forth in the Agreement immediately after delivery thereof, and any defects or nonconformities must be noted on the bill of lading or consignment note.
- 10.2 Van Leeuwen must be notified in writing of any instances of nonconformity, as well as any other defects visible upon delivery, within ten working days after delivery. The Customer must notify Van Leeuwen in writing of defects that are not visible upon the Customer's initial inspection within ten working days of the date on which these defects were discovered or should have been discovered.
- 10.3 If a defect or nonconformity is not reported to Van Leeuwen within the prescribed time, the Customer will be precluded from demanding correction of that defect or nonconformity or exercising any warranty rights in respect of such defects.
- 10.4 The Customer must keep defective or nonconforming products available for Van Leeuwen's inspection and afford Van Leeuwen the opportunity to inspect the products.
- 10.5 The submission of notice relating to an actual or alleged nonconformity or defect will not entitle the Customer to a suspension of its payment obligations under the Agreement.
- 10.6 The Customer's rights in the event of defects or nonconformities in the products and/or services supplied by Van Leeuwen under the Agreement will be limited, at Van Leeuwen's option, to Van Leeuwen's repair or replacement of the applicable products and/or services, or a refund by Van Leeuwen of amounts paid by the Customer in respect of such products and/or services.

Article 11 - Title and Retention of Title

- 11.1 All products delivered by Van Leeuwen will, as between the Parties, remain the property of Van Leeuwen until the moment at which the Customer has met all of its payment obligations under this Agreement.
- 11.2 Before a product is paid for in full by the Customer, the Customer will not be entitled to sell the products, to establish a right of pledge or non-possessory pledge on the relevant products, and/or to otherwise encumber the products.
- 11.3 Before a Van Leeuwen product is paid for in full, the Customer will be required to keep the product separate from other products, and ensure that it is clearly identified as Van Leeuwen's property, obtain and maintain proper insurance for such product, and refrain from processing or treating the product.

Article 12 - Laws and Regulations

- 12.1 The Customer covenants that it will act in compliance with applicable national, international, provincial, state, municipal or other laws and regulations, standards and norms, directives and codes in connection with its performance under this Agreement, including applicable laws and regulations regarding international trade, embargoes, import and export restrictions and sanction lists, and including all laws and regulations designed to combat and prevent child labour, corruption, slavery, poor working conditions and terrorism.

Article 13 - Termination

- 13.1 Van Leeuwen will be entitled to terminate the Agreement with immediate effect, without judicial intervention being required, and without incurring any liability to pay any form of damages, if the Customer: (i) breaches the Agreement and such breach is either a material breach incapable of cure or such breach is not actually cured within ten (10) days' notice to the Customer; (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; (iii) is liquidated or dissolved or otherwise ceases carrying on business in the normal course; or (iv) is not fully complying with applicable laws and regulations, including those relating to international trade,

embargoes, import and export restrictions, and sanctions, including financial and other trade restrictions.

Article 14 – Governing Law and Choice of Forum

14.1 All matters arising out of or relating to this Agreement are governed by the laws of Alberta, Canada and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Alberta or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Alberta. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) is excluded. The application of provisions of any other existing or future international regulations on the sale of movable goods is also excluded to the extent the Parties are permitted to exclude such application.

14.2 Any legal suit, action, litigation or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the Province of Alberta located in Edmonton, Alberta, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding. The Parties irrevocably waive and agree not to plead or claim in any such court that any such action, litigation, or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Article 15 – Indemnity and Liability

15.1 IN NO EVENT SHALL VAN LEEUWEN BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

15.2 IN NO EVENT SHALL VAN LEEUWEN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO VAN LEEUWEN PURSUANT TO THE AGREEMENT.