

# Silex Terms and Conditions of Sale

## 1. DEFINITION OF PRODUCT:

- o Standard products: Products in warehouse.
- o Special order products:
  - Products Silex does not regularly hold in inventory at the time of purchase
  - Products Silex holds in inventory, however required quantity exceeds standard order quantities.
  - Products that must be obtained through external or internal suppliers special purchase order or production/manufacturing.
- o Complementary products and accessories: any other product sold by Silex

**2. ORDER APPROVAL:** Product sale becomes effective upon receipt of a purchase order accepted by Silex and/or upon signature of the purchase order by the customer or distributor or representative, and/or when payment is received. No order will be placed without a security deposit or in accordance with applicable partner terms of payment agreement.

**3. SALE PRICES AND DEPOSITS:** All prices are valid for a period of thirty (30) days from the date of submission. Thereafter, all prices are subject to adjustment to Silex's price in effect on the date of delivery, unless agreed to in writing by both parties. Prices do not include provisions for applicable taxes and/or duties. A minimum deposit of 50% will be required to confirm a special order (non-standard, size or color). Deposits are non-refundable and will be held in full until last product is shipped. The balance of the purchase price is payable by the customer upon delivery.

**4. ORDER DELIVERY AND STORAGE:** The client must ensure delivery approval and reception of all materials within thirty (30) days of the delivery date requested, notwithstanding that such delivery date may be earlier or later than the delivery date requested. If the client wishes to delay the reception of the material beyond this date, Silex may request full payment. Furthermore, in this case, Silex may charge monthly storage fees of 1% of the shipped value, excluding taxes, but Silex is under no obligation to store material on behalf of the client. It is understood that Silex may, at its discretion, dispose of material not accepted by the client.

**5. TRANSPORTATION AND DELIVERY DATES:** Silex commits to undertake all means to meet desired delivery date requested by the client. However, the client acknowledges that delivery dates for products may vary and are beyond the control of Silex. Therefore, the client acknowledges that Silex holds no responsibility for any delay in delivery, whether caused by Silex or a third party, and acknowledges that Silex does not guarantee delivery of the material on the delivery date requested by the client. The client also acknowledges that all transportation charges will be paid by the client to Silex in accordance with the payment terms agreed upon by the parties, and that any transportation of goods by a third party is at the client's risk and expense, whether such transportation has been arranged by Silex on behalf of the client, or not. Silex does not warrant delivery or transportation by a third party, including, but not limited to, quality of service or delivery of materials.

**6. WARRANTY:** Silex's applicable warranty varies according to manufactured product. The client acknowledges that all panels, tiles, slabs, and other products sold are subject to variations in shade, size, and texture. These variations are inherent characteristics of the products manufactured and sold by Silex. Silex's warranty and liability is limited in all cases to the repair or replacement of manufactured products showing potential fabrication defects existing before installation or application. At all times, buyer, client and/or installer must inspect any and all products prior to installation and acknowledge that Silex will not be held responsible for any claims of any kind once the product has been opened, installed, and/or applied. It is the client's responsibility to have the products installed by a skilled installer and according to the manufacturer's instructions. It is the buyer and/or client's responsibility to perform due diligence to ensure Silex products are indeed used as intended, and any damage resulting from improper usage or installation on faulty substates, are not protected by the current warranty coverage, and will not be subject to product exchange nor order refund.

**7. RETURN AND EXCHANGE POLICY:** All returned merchandise must be in its original condition and must not have been opened, cut, installed nor applied. No returns or exchanges will be accepted for custom products or colors. In addition, no returns will be accepted for special order products or merchandise purchased on clearance. It is mandatory to provide the original invoice copy. Returns or exchanges are accepted within thirty (30) days of purchase. Refunds will be made in the original method of payment. Depending on the nature of the product, a handling fee between 15-30% will be applied.

**8. RESERVE OF RIGHTS OF OWNERSHIP:** All Products, present and future, manufactured and sold by Silex to the client remain the exclusive property of Silex until full payment of all amounts due to Silex, whether invoiced or not, all including interest and costs have been made. In the event of non-payment, in addition to all other rights and remedies available to Silex under law, Silex may require the client to deliver all products to Silex or any other person designated by Silex at the time and place specified by Silex, at the client's expense, and Silex may pursue any other remedies provided by law or under this agreement.

**9. LEGAL JURISDICTION AND APPLICABLE LAWS:** This Agreement shall be construed and enforced in accordance with the laws of the Province of Quebec and the applicable laws of Canada. The parties further agree and hereby irrevocably consent to submit to the exclusive jurisdiction of the District Court of Montreal, Province of Quebec, in Canada, in connection with any claim or dispute arising out of the rights and obligations hereunder. The client waives any right to change the location of the lawsuit filed in this court.

**10. LANGUAGE:** Ce document a été rédigé en français à la demande des parties, puis traduit en anglais. This document, in its original form, has been written in French at the parties' request, then translated to English.

**11. DELIVERY, APPLICATION, AND CONTRACTUAL AGREEMENT:** Silex terms and conditions of sale are readily available online on Silex website (<https://silexelement.com>) and upon request. By approving the order when purchasing Silex products, the client and/or intermediary parties, acknowledge having read, understood, and approved Silex terms and conditions of sale. This document constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all previous negotiations, agreements, and/or understandings, whether oral or written.

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