



1750 RUE BERLIER, LAVAL, QUÉBEC H7L 4A1
TEL : 450-696-4000 FAX 450-696-4444

TERMS AND CONDITIONS 2018/10

0.0 Preamble

The following terms and conditions apply to all sale of merchandise transacted by Les Plastiques Cy-Bo (hereinafter called "Cy-Bo") to any client (hereinafter called "Client"). By accepting to transact with Cy-Bo, the Client accepts the dispositions stipulated by the present document.

1.0 Precedence

The contents of the present document will have precedence and supersedes other sales conditions and terms, that may be stipulated by the Client, including all purchase orders and sales contracts, unless otherwise agreed upon in writing, and signed by both Cy-Bo and the Client. The acceptance and execution by Cy-Bo of a sales transaction or a purchase order with terms and conditions different than the present document, is not to be considered that Cy-Bo is consenting or adhering to the Client's conditions.

2.0 Quotes and Purchases

All quotes issued by Cy-Bo are valid for 30 days only, starting with the date it was issued, after which the quote will become null and void. Quotes will also become null and void if the Client demands revisions or modifications; in this case, a new quote will replace the initial quote. All prices stipulated in the quotes are based on EXW (ex works-factory) as per Incoterms 2010, and applicable to quantity, specifications and delivery dates. All applicable taxes will be extra and added to the prices stipulated in the quote. Quotes issued by Cy-Bo are based on preliminary conception calculations according to operational conditions supplied by the Client. Following the reception of the purchase order and the initial payment, more elaborate calculations and/or detailed fabrication drawings will be issued to the Client for final approval. Following the reception of the written approval of the drawings by the Client, Cy-Bo will then confirm a production and delivery date to the client. Minimum orders must be at least \$50.00 (fifty dollars).

3.0 Payment

All orders are payable upon reception of the merchandise, or payable according to terms agreed upon in writing and accepted by the Client and Cy-Bo. All payment terms are conditional to credit approval.

4.0 Cancellations and Return of Merchandise

All orders made by the Client and accepted by Cy-Bo, cannot be cancelled without the express consent of Cy-Bo, which reserves the right to refuse the cancellation at its discretion or to impose conditions it deems necessary for the cancellation. The merchandise cannot be returned in whole or in part, without the express consent of Cy-Bo by a return authorization number. Cy-Bo reserves the right to refuse any returns at its discretion or to impose any fees it deems necessary.

5.0 Shipping and Delivery

Cy-Bo will make its best effort in order to ship and deliver expeditiously the merchandise for the previewed delivery dates. Consequently, these tentative dates must be considered estimated and in no way does Cy-Bo make any guarantees regarding shipping and delivery dates. Nor will Cy-Bo be held responsible for any consequences that may be caused by longer than expected delivery. The Client cannot demand any fees, penalties, credits or reimbursements for any late delivery. Delivery can also be longer due to holidays, vacations and factory shutdowns due to vacation periods.

6.0 Ownership of Merchandise

Regardless of the delivery of goods and the transfer of risks, Cy-Bo reserves the right of ownership of the sold merchandise up to the total payment of the sale price including all applicable taxes. In case of default of payment, Cy-Bo has the right to recuperate the sold merchandise and can resell or dispose of it in whichever manner it deems fit.

7.0 Transfer of Risk

The Client will assume all transport risks relating to the merchandise from the moment the shipments leave the premises of Cy-Bo, or the premises of our suppliers in the case of direct shipment; conforming to the regulations and dispositions of Ex Works (EXW) as per Incoterms 2010. Cy-Bo will accept, if required, to hold the Client's merchandise at Cy-Bo's warehouse for a period up to 30 days, following the end of fabrication of the said merchandise. Following this period, the Client will assume full responsibility of the risks, even though the merchandise is still in the Cy-Bo warehouse.

8.0 Installation

Unless expressed to the contrary, the installation and all materials related to the installation of the merchandise sold is not included in the sale price. All installations by Cy-Bo and its personnel will be by consent of a written agreement.

9.0 Start-Up

Unless otherwise expressed, that start up is not included in the sale price; including tooling, modification of equipment, R&D, and training of the client's personnel, and would be the object of a written agreement.

10.0 Warranty

Cy-Bo guarantees its fabricated merchandise for a period of twelve (12) months, or for a period explicitly agreed upon between Cy-Bo and the Client. This warranty covers exclusively all parts fabricated or manufactured by Cy-Bo. The warranty is for parts only and excludes the usual wear and tear caused by usage. The merchandise sold by Cy-Bo, may also include products fabricated by a third party. In this case, the guarantee will be that of the original manufacturer's warranty. Cy-Bo will give no additional warranty on products it distributes. In case of defects, Cy-Bo will exclusively repair or replace the faulty piece, however the transport or the service call is not covered in the warranty. Only the cost of the defective piece(s) and the actual labor time to fix the piece are under warranty, not the travel expenses nor the freight costs. To benefit from the warranty, the Client is to immediately notify Cy-Bo within 3 business days of its knowledge of the defect, and must not undertake any repairs or modifications of the defective part(s); in doing so the warranty will no longer be applicable and will become null and void. Cy-Bo guarantees installations performed by its trained personnel for a period of 30 days, following the completion of the work. In case of defective installations, covered by the stipulated warranty, Cy-Bo will exclusively perform the corrective measures. To benefit from the installation warranty, the Client will notify Cy-Bo within 3 business days of its knowledge of the faulty installation, and will not undertake any repairs or modifications of the installation; in doing so the warranty will no longer be applicable and become null and void.

11.0 Responsibility Waiver

Cy-Bo's responsibility towards the Client will be limited to the present stipulated guarantees and warranties. Cy-Bo will not be held responsible for any loss or damage, directly or indirectly, that the Client may suffer regarding the loss or damage of the goods due to shipping, repairs, fabrication errors, faulty installation or for any other reason, which may result in loss of profits for the Client. In no circumstances will Cy-Bo be held responsible for any leaks or chemical processes. Cy-Bo has no chemical knowledge or competences and cannot be held responsible for any inherent chemical reactions due to chemical processing. In the case, that Cy-Bo will be held responsible, the amount



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of the indemnity cannot exceed the value of the merchandise delivered by Cy-Bo to the Client. Cy-Bo will not be considered to be in default and will not be held responsible for damages resulting from a case of "force majeure" nor act of God, even though Cy-Bo will take all the necessary steps to mitigate the situation. The following events will be considered force majeure : disasters (natural or manmade), fire, an accident, labor strike, lock out, a spontaneous stop or work slow down, black outs and other electrical difficulties and all other important market changes.

12.0 Errors

Cy-Bo will not be held to respect a writing error, mistakenly manifested in its in its quotes, invoices or other transmitted documents.

13.0 Domicile

The Client accepts that all claims or legal recourses for any matter against Cy-Bo, will be held in and governed by the judicial district of Laval, Province of Québec, Canada, as the appropriate location for the legal proceedings of the aforementioned claims and legal recourses, and this excluding all other judicial districts that may have jurisdiction over the matter.