

# **GENERAL TERMS AND CONDITIONS OF SALE - BRITISH COLUMBIA REV 02**

## **1. General Terms and Conditions**

1.1. These general terms and conditions of sale (these "Terms") apply to all sales of products (the "Products") made by ROTHO BLAAS CANADA CONSTRUCTION PRODUCTS INC. ("RB") to a Client (the "Client") in British Columbia, Canada, unless otherwise agreed to in writing by RB and the Client (each a "Party" and collectively the "Parties"). Any exception to these Terms agreed to between the Parties for an individual order, in any case, applies exclusively to such individual order and does not constitute a modification of these Terms for other purchases made by the Client or otherwise.

1.2. RB supplies the Products exclusively based on these Terms and other agreements signed by both of the Parties, if any. The general terms and conditions of the Client, if any, are only applicable to the Products if agreed to in writing by RB.

1.3. If any provision of these Terms is determined to be invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability attaches only to such provision or part thereof, and the remaining part of such provision and all other provisions hereof continue in full force and effect.

## **2. Technical Documentation**

2.1. The updated version of the technical documentation is available online. It is recommended to consult the technical data sheets prior to use the products to obtain detailed information regarding product design and installation.

2.2. RB shall not be held liable for any typographical errors relating to technical data, drawings, references to weights and measurements, or translations contained in the catalogues.

2.3. The information provided is intended as general technical support ancillary to the sale. The intended use of the products, mechanical resistance values, and geometry are specified in the product certifications and/or official technical documentation. Each application and calculation must be reviewed and approved by qualified professionals. The responsibility for selecting the appropriate product for the specific application, as well as for its installation, lies solely with the Customer.

## **3. Delivery**

3.1. The quantities and the characteristics of the Products are as indicated in the written order confirmation issued by RB (the "Order Confirmation"). RB may deliver the Products in instalments. If RB delivers the Products in installments, then the quantities of the Products in such installments are as specified in the respective transport documents and RB may invoice for the installments separately.

3.2. Delivery dates are estimates only. RB is not responsible for delays in delivery caused by events outside of RB's reasonable control including, without limitation, any act or omission of the Client. Where delays are not caused by an event outside of RB's reasonable control, RB's liability to the Client is limited to the reasonable costs and expenses of replacing the Products.

3.3. The Client will confirm receipt of the Products on the transport document of the carrier (the "Transport Documents") whether in paper or digital format. At the time of delivery, the Client will inspect the Products and note on the Transport Documents any issues with the quantity or type of the Products or packaging, and any visible transport damage. Unless noted by the Client on the Transport Documents at the time of delivery, RB is not required to consider any complaints for non-latent damages or non-conformities with the Products and is not liable in this regard. RB is not required to consider or remedy any non-latent damages or non-conformities unless a brief description of the complaint and photographic evidence, if possible, are provided to RB within 10 days from the delivery date.

## **4. Returns**

4.1. Unless otherwise agreed to in writing between the Parties within 30 days of the purchase date, the Client is not permitted to return the Products to RB.

4.2. Handling fees, transportation and other costs apply to any return of the Products (the "Returned Products") and are borne by the Client. RB will not accept the Returned Products unless in their original condition and packaging unused and ready for resale.

4.3. RB will not accept any return of the Products which are "out-of-catalogue", expired, or were manufactured specifically for the Client.

## **5. Risk**

5.1. The risk of loss and title to the Products passes from RB to the Client in accordance with the INCOTERMS set forth in any of the offer to purchase, the Order Confirmation or invoice (the "Commercial Documents"). In the absence of any specification, the risk is transferred upon RB's delivery of the Products to the carrier.

## **6. Prices and Payment**

6.1. The price of the Products is as indicated in the Order Confirmation or, in the absence thereof, the order submitted by the Client to RB, if so accepted by RB in writing (the "Price"). The Price is ex warehouse RB.

6.2. All prices stated are exclusive of any value added tax unless expressly stated otherwise.

6.3. The Client will pay all amounts due in respect of the Products in accordance with the payment terms specified in the Commercial Documents.

6.4. If any amount owing to RB under the Commercial Documents is not paid when it is due (the "Unpaid Amount"), then the Client will pay interest on the Unpaid Amount at the prime lending rate established by the Bank of Canada, calculated quarterly and compounded semi-annually, plus 5% per annum, from the date the Unpaid Amount is due until the date that the payment is received by RB. This stipulation for interest does not prejudice or affect any remedies of RB under these Terms or the Commercial Documents or otherwise relieve the Client of the obligation to pay the Unpaid Amount or other amounts at the time and in the manner specified in the Commercial Documents.

6.5. In the event of an unforeseen price increase between the time of the Order Confirmation and the time of delivery, the Price may be adjusted accordingly with prior notice to the Client.

## **7. Title Retention**

7.1. The Buyer acknowledges and expressly agrees that, unless otherwise specified in writing by RB, the property in, and legal and equitable title to, the Products, remains with RB and does not pass to the Buyer, unless and until RB has received in full (in cleared funds) all sums due from the Buyer to RB in relation to the Products, and in relation to all other Products previously supplied to the Buyer by RB.

## **8. Intellectual Property**

8.1. All trademarks, trade names, copyrights, patents, designs and models, know-how, and domain names used by RB in the course of RB's business (the "Intellectual Property") are the total and exclusive property of RB and their communication or use within the scope of these Terms does not create, in relation to them, any right, title or ownership claim on the part of the Client. The Client will not perform any act incompatible with the ownership of the Intellectual Property.

8.2. The Client: (i) acknowledges and accepts that RB is the exclusive owner of the Intellectual Property; (ii) will refrain from depositing and registering marks that are identical, similar and/or confusable with the Intellectual Property; (iii) will use the Intellectual Property only with the express consent of RB in compliance with RB's instructions and exclusively for the purposes set forth in these Terms; (iv) will not modify, alter, remove, cancel or cover any of RB's branding, marks or other distinctive signs or elements affixed to the Products or add other branding, marks or distinctive signs or elements to the Products; and (v) will not register domain names that are identical or similar to those of RB or that incorporate the Intellectual Property. Any violation of these Title Retention provisions is subject to prosecution in accordance with the applicable law.

8.3. If the Client has registered or does register any exclusive right to the Intellectual Property in violation of these Title Retention provisions, then any such registrations are deemed to be automatically and rightfully transferred by the Client to RB and the Client hereby agrees to take all necessary steps to perfect and make effective the transfer of any such registrations from the Client to RB, without consideration, reimbursement of expenses or costs incurred, or compensation of whatsoever kind.

## **9. Set-Off**

9.1. The Client will pay all amounts due under these Terms or the Commercial Documents in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by applicable law) unless otherwise agreed upon in writing by the Parties.

## **10. Warranty and Liability**

10.1. RB warrants, for a period of 12 months from the date of delivery of the Products to the Client, that the Products: (i) are free from any material defects in design, material and workmanship; (ii) are of merchantable quality (within the meaning of the *Sale of Goods Act*, R.S.B.C. 1996, c. 410); and (iii) conform in all material respects with the description thereof specified in the Catalogues (collectively the "Warranty").

10.2. The Client's sole and exclusive remedy for breach of these warranty provisions is for RB (in its sole discretion) to repair or replace the Products or refund the Client the amounts paid in respect of the Products (the "Warranty Remedy"). RB may perform the Warranty Remedy according to its own time and organization. RB is not required to perform the Warranty Remedy unless notified by the Client and provided with adequate documentation of the non-compliance with the Warranty within eight days of discovery thereof by the Client.

10.3. Unless otherwise agreed to in writing by the Parties, the Warranty does not cover the effects of reasonable wear and tear or damage arising after delivery due to improper or careless use, excessive stress, use of inappropriate materials or particular effects of external agents. If the Client or end-user of the Products makes any modifications to, or performs any repair work on the Products, then the Warranty is null and void and of no force or effect. Personal protective equipment and anchoring devices are subject to periodic inspection by the Client, as per the documentation attached to such product which the Client covenants to comply with.

10.4. If, in RB's performance of the Warranty Remedy, it is determined that the deficiency is not covered under the Warranty, then the cost of such is borne by the Client. The Warranty is null and void and of no force and effect unless the Client makes payment for the Products when due.

10.5. Any other claims of the Client against RB not covered under the Warranty are expressly excluded, without prejudice to Article 11 (Other Liabilities).

## **11. Other Liabilities**

11.1. Nothing in these Terms limits any liability which cannot legally be limited, including liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by section 16 of the *Sale of Goods Act*, R.S.B.C. 1996, c. 410.

11.2. RB's total liability to the Client arising hereunder or in connection herewith, whether arising in contract, tort (including negligence), misrepresentation, restitution or otherwise does not exceed the amounts paid by the Client to RB in respect of the Products to which the claim relates.

## **12. EEE Recycling**

12.1. The Client acknowledges and accepts the obligation not to dispose of any electronic and electrical equipment ("EEE") in the same manner as mixed urban waste in contravention of Federal, Provincial and Municipal laws and covenants to carry out separate collection for said EEE waste in accordance with local laws. When purchasing new EEE, the Client may deliver the equivalent used RB EEE to RB in the manner indicated by RB.

## **13. Force Majeure**

13.1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes one or both of the Parties from performing one or more of their respective contractual obligations under these Terms if and to the extent that that the Party proves that: (i) such impediment is beyond its reasonable control; and (ii) such impediment could not reasonably have been foreseen at the time of the conclusion of any agreement for the

purchase of the Products between the Parties; and (iii) the effects of the impediment could not reasonably have been avoided or overcome by the Party so affected.

13.2. In the absence of proof to the contrary, the following events affecting the Party are presumed to fulfil conditions (i) and (ii) under Paragraph 12.1 of these Terms: war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation, civil war, riot, rebellion and revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy, currency and trade restriction, embargo, sanction, acts of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation, plague, epidemic, natural disaster or extreme natural event, explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information systems or energy, general labor disturbances such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

13.3. A Party successfully invoking these Force Majeure provisions is relieved from its duty to perform its obligations under any agreement between the Parties and from any liability in damages or from any other remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof is received by the other Party. Where the effect of the impediment or event invoked is temporary, the above consequences apply only as long as the impediment invoked impedes performance by the Party so affected. Where the duration of the impediment invoked has the effect of substantially depriving the Parties of what they were reasonably entitled to expect under agreement between them, either of the Parties may terminate such agreement by notification within a reasonable period to the other Party. Unless otherwise agreed to in writing between the Parties, the Parties expressly agree that such agreement may be terminated by either Party if the duration of the impediment exceeds 120 days.

#### **14. Hardship**

14.1. The Parties are bound to perform their contractual obligations even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the formation of the agreement.

14.2. Notwithstanding Paragraph 14.1 of these Terms, where a Party proves that: (i) the continued performance of its contractual obligations has become excessively onerous due to an event beyond its reasonable control which was not reasonably foreseeable at the time of the formation of the agreement; and (ii) it could not reasonably have avoided or overcome the event or its consequences, then the Parties are bound, within a reasonable time of the invocation of these Hardship provisions, to negotiate alternative contractual terms which reasonably allow the Parties to overcome the consequences of the event.

#### **15. Trade Sanctions**

15.1. RB is a subsidiary of ROTHO BLAAS SRL, an Italian company which shall comply with the European Union Law. For this reason, RB, when selling, supplying, transferring, or exporting its products to a third country, pursuant to the Regulation (EU) 2023/2878 - which amends Regulation (EU) 833/2014 - expressly prohibits not only the re-exportation to Russia but also the re-exportation for use in Russia.

15.2. RB, when selling, supplying, transferring, or exporting its products to a third country, pursuant to the Regulation (EU) 2024/1865 - which amends Regulation (EC) 765/2006 - expressly prohibits not only the re-exportation to Belarus but also the re-exportation for use in Belarus.

15.3. RB, when selling, supplying, transferring, or exporting its products to a third country pursuant to the Regulation (EU) 2025/401 - which amends Regulation (EU) 2014/692 - expressly prohibits not only the re-exportation to territories of Crimea and Sevastopol but also the re-exportation for use in the territories of Crimea and Sevastopol.

15.4. RB, when selling, supplying, transferring, or exporting its products to a third country pursuant to the Regulation (EU) 2025/398 - which amends Regulation (EU) 2022/263 - expressly prohibits not only the re-exportation to territories of Donetsk, Kherson, Luhansk, and Zaporizhzhia but also the re-exportation for use in the territories of Donetsk, Kherson, Luhansk, and Zaporizhzhia.

15.5. The infringement of paragraphs 1, 2, 3 and 4 above entails the obligation of the Buyer to compensate the damage suffered by RB as a result of the counterparty's misconduct and the termination of the agreement.

#### **16. Termination**

16.1. If, after accepting an order for the Products from the Client, RB becomes aware that the Client is in a precarious financial situation and/or subject to bankruptcy or insolvency proceedings, then RB may request a performance guarantee from the principal of the Client or an affiliate (within the meaning of the *Business Corporations Act*, S.B.C. 2002, c. 57) or withdraw from the order, and calculate the costs incurred up to that time which are to be borne by the Client.

#### **17. Competent Jurisdiction and Applicable Law**

17.1. The relationship between the Parties, these Terms, the Commercial Documents and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with them or their subject matter or formation, are governed by and construed in accordance with the laws of the Province of British Columbia. In the event of any such disputes or claim, which the Parties are unable to resolve amicably, the Court of British Columbia has exclusive jurisdiction.

#### **18. Privacy**

18.1. In accordance with applicable data protection laws, the Client acknowledges and agrees that the Client's personal information including, without limitation, the name of the contact person/management/owner, address, e-mail address, telephone number, and fax number (the "Personal Information") are necessary for the execution of the agreement for the purchase and sale of the Products and to carry out the transactions contemplated thereby. Accordingly, the Client consents to the sharing and transmission of the Personal Information among the companies of the Rotho Blaas Group (<https://www.rothoblaas.com/contacts>) and their respective agents, lawyers, credit institutions, accountants, and other professionals in the management and administration of RB or service companies working on behalf of RB, as necessary in the sole discretion of RB.

18.2. RB will retain the Personal Information until the expiration of any applicable statutory retention and limitation periods. The Client enjoys the rights set forth in any applicable data protection laws (right of access to Personal Information, rectification, cancellation, limitation of processing, personal data portability, opposition to processing, right to lodge a complaint to the relevant supervisory authority). The Client is deemed to have reviewed and accepted RB's Privacy Policy (<https://www.rothoblaas.com/privacy-policy>). For more detailed information and to exercise these rights, the Client may contact RB's Privacy Representative by email at the following address: [privacy@rothoblaas.com](mailto:privacy@rothoblaas.com).

**19. Use of photos and/or images**

19.1. The Client grants RB a free, non-exclusive license to use any photographs and/or images of the Products purchased (the 'Images') that are shared with RB or that RB may otherwise get, as well as a right to make additional Images at the time of delivery, installation, display or other use of such products. This license includes the right to use the Images for research, archival, reference or illustration services, as well as the right to copy, reproduce, process, transmit, publish and distribute in digital and paper format (by all currently known means and those that may be developed in the future) the Images for commercial and non-commercial purposes. This license is granted without time limit or geographical range and shall be considered valid even after the expiry or termination of the contract between the Parties.

19.2. RB guarantees the protection of sensitive data, privacy and the honor of any persons who may be photographed and undertakes to request written consent if the Images include recognizable persons or buildings.

**20. Code of Ethics and Other Policies**

20.1. The Client is deemed to have reviewed and accepted all of RB's policies available on RB's website (<https://www.rothoblaas.com/>) including, without limitation, RB's Code of Ethics (<https://www.rothoblaas.com/company-rothoblaas>).

**21. Amendment and Waiver**

21.1. No modification of or amendment to these Terms is valid or binding unless set forth in writing and duly executed by both of the Parties and no waiver of any breach of any term or provision of these Terms is effective or binding unless made in writing and signed by the Party purporting to give the same, and unless otherwise provided, is limited to the specific breach waived.