

General Terms and Conditions of Sale

1. Scope

By accepting a quotation from Jess Company Ltd. ("**Jess**") and/or by submitting a purchase order to Jess and/or reception of the goods, the client ("**Client**") shall be deemed to have accepted these general terms and conditions of sale ("**Terms and Conditions**"), unless the parties have agreed otherwise by written agreement signed by Jess and the Client.

2. Incoterms

The international rules known as "*Incoterms 2010*" published by the International Chamber of Commerce (ICC) shall apply to the commercial terms used herein.

3. Use

- Notwithstanding the fact that a Jess representative may offer the Client technical support in connection with the purchase of its product, such technical support cannot replace the engineering concept necessary for the proper installation and operation of the product.
- The Client acknowledges being familiar with the product purchased from Jess as well as its application for the intended use and declares himself satisfied therewith. In addition, the Client confirms having the necessary knowledge and skills for the proper installation and operation of the product failing which the Client shall hire the services of a competent professional technician for that purpose. The Client acknowledges and agrees that Jess shall not be liable with respect to an improper installation or operation of the product and waives any claims against Jess in this regard.
- Jess will offer assistance to the Client in providing drawings and/or specifications for a product which may be required for approval by an engineering consulting firm or any other third party having interest. Notwithstanding the foregoing, the Client acknowledges that Jess's assistance in this regard shall not be deemed as Jess's responsibility to ensure the conformity of the product to the required specifications and/or drawings. The Client expressly confirms that it is the Client's responsibility to ensure such conformity.

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4. Price

- Unless otherwise indicated on the quotation, all our prices are net, in Canadian currency, on an EXW basis (warehouse, Montreal).
- The Client should always refer to the quotation in order to verify the terms of sale.

5. Terms of Payment

- Credit Card (please refer to the terms and conditions indicated on the Jess form "Credit Card Authorization Form").
- C.O.D.
- Prepayment
- In the event credit facility is extended to the Client by Jess (please refer to the terms and conditions of the Jess form "Application for Credit"), the Client shall pay all amounts due within 30 days following the invoicing, unless otherwise indicated, the whole without deduction, compensation or set off whatsoever.
- An interest equal to 2% of the outstanding amount per month shall be added to late payments.
- No new orders shall be processed in the event there are outstanding amounts which remain unpaid 60 days after the invoicing.
- For all sales on credit or in cases of default in payment for a product, Jess may declare its contract of sale of a product to the owner of the building in which the product is installed, the whole in accordance with the applicable provisions of the Civil Code of Quebec.

6. Transfer of Ownership

The products shall remain property of Jess until they have been paid in full.

7. Terms of Delivery

- Unless otherwise agreed between the parties, the Client shall take delivery of the order ready for shipment, at his cost, at the warehouse, 400 Lebeau, Montreal, Quebec, H4N 1R6, Canada (EXW).

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- In cases where Jess takes on the responsibility for the transportation of the product, Jess will arrange, at its discretion, for a carrier that is most appropriate without any guarantee as to the date or hour of delivery.
- Any errors or damage shall be reported to Jess and the carrier in writing upon reception of the product.

8. Risk

For all orders EXW (warehouse, Montreal), the Client assumes all risk associated with loss and/or damage of the products and releases Jess of any liability in this regard.

In cases where Jess takes on the responsibility for the transportation of the product, the Client assumes all risk associated with loss and/or damage of the products as of the moment the Client signs the packing slip upon delivery at the place of destination and releases Jess of any liability as of that moment.

9. Time of Delivery

All delivery times shall be approximate and will be determined depending on the type of product ordered. The Client hereby acknowledges that Jess cannot guarantee or commit to a precise date and hour of delivery.

10. Return of Products

- No product may be returned without duly filled out Material Return Authorization form (R.A.M.) and sent to Customer Service Department at Jess.
- Unless advised otherwise by Jess, all returned product must be accompanied by the RAM form and sent to Jess at 400 Lebeau, St-Laurent, Quebec, H4N 1R6, Canada. The R.A.M. number must be clearly visible on the return packaging and accompanied by a copy of the invoice. All returns not authorized by Jess shall be refused.

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- All returns shall be made freight prepaid and any return subject to collect freight shall be refused and the package shall be returned to the sender except when approved by Jess in writing on the R.A.M. form.
- Non-standard products such as fans, valves, motorized valves, special adapters, heating coils, humidifiers, special adapters and accessories are not returnable and non-refundable.
- Provided that the R.A.M. form has been properly submitted, all products returned for credit shall be in a resalable condition, in the original packaging and properly packed. Furthermore, to qualify for a return, a product may not have been previously installed or used. The credit for the returned goods shall be subject to a deduction equal to 30% of the amount of the invoice plus shipping and handling charges provided they are returned within 30 days of the invoicing. No returns shall be accepted after 29 days from the invoicing date. The credit can only be applied to existing or future orders.

11. Warranty

- Provided that all payments are made when due, the Client shall benefit from a 12 month warranty from the initial invoice date, which shall be applicable to all standard products sold by Jess.
- The warranty covers manufacturing defects, design errors and/or material defects. The warranty shall be void in cases of improper application, installation, maintenance or use of the product.
- The defective product or component shall be returned in accordance with the provisions of Section 10 (Return of Product) of these Terms and Conditions.
- Any product covered by the warranty shall be repaired or replaced by Jess, at its sole discretion.
- Jess shall not be responsible for any assembly or reassembly cost.
- The warranty is limited to the manufacturer's warranty applicable to the purchased product and covers its replacement as per the terms indicated



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herein. The warranty does not cover labor costs or any ancillary loss incurred by the Client in connection with a claim under the warranty.

- The warranty on products or components which are not manufactured by Jess shall be on the same terms as the warranty given to Jess by the manufacturer which, however, shall not extend beyond the period of the Jess standard warranty.
- All repairs effectuated after the expiry of the period of original warranty shall be guaranteed for a period of 1 month from the date of repair.

12. Governing Law

The present Terms and Conditions shall be subject to and be interpreted in accordance with the laws of the Province of Quebec.

13. Language and Interpretation

In the event of a conflict of interpretation between the French and English versions of these Terms and Conditions, the French version shall prevail.

(Updated as of August 14, 2015)

The following terms and conditions of sale are in force as of the above-mentioned date and are subject to change at any time without notice. Each time you use this web site, you should check the date of this agreement and any transaction concluded between you and Jess Company Ltd. shall be governed by the terms of this agreement then in force.