



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, you (**the "Client"**) shall be deemed to have accepted these general terms and conditions of sale (**the "Terms and Conditions"**) which shall prevail over any other document, unless the parties have indicated otherwise by written agreement signed by Jess and the Client.

Without limiting the foregoing, the Terms and Conditions as well as the conditions stipulated on the quotation and/or work order and/or order confirmation and the conditions included on the credit application form (the "**Credit Application Form**") shall apply jointly to all sales made to the Client.

2. Incoterms

The international rules known as "*Incoterms*" published by the International Chamber of Commerce (ICC) Incoterms 2020 shall apply to the commercial terms used herein.

3. Use

- Notwithstanding the fact that a Jess representative may offer to 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 confirms being 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 purchase. 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. It is further understood and agreed that in such cases, Jess will proceed to process the order and commence production only once the drawings are approved in

writing by the engineering firm unless the Client assumes its own responsibility in this regard. Furthermore, the Client understands that Jess consults only those portions of any drawings and specifications related to the products on the quotation. It is the Client's responsibility to read and comply with the general clauses of all plans and specifications.

- When purchasing equipment with software, the Client must become familiar with and rely on the manufacturer's terms of use as well as the manufacturer's terms and conditions of sale relating to, but not limited to, its intellectual property, licensing policy and confidentiality clauses.
- The Client must always read the manufacturer's installation manual carefully before installing the equipment. If the customer has any questions in this regard, he should contact his technical representative.
- The Client must always read the manufacturer's operating manual before starting up the equipment and putting it into permanent operation. The Client must also provide adequate training to the Client's equipment operators. For any questions in this respect, the Client should contact the Client's technical representative.

4. Price

- Unless otherwise indicated on the quotation, all our prices are net, *EX Works* (warehouse, Montreal).
- The Client should always refer to the quotation in order to verify the terms of sale
- Any release for production occurring more than 90 days after receipt of the Client's purchase order may be subject to a price

revision in accordance with Jess's then current prices in effect at that time.

5. Your Order

- The Client's order that has been sent or is ready to be sent into production may only be cancelled with the prior written consent of JESS.
- Jess will send into production all orders for which the Client has sent to Jess approved and signed production shop drawings or upon the Client's request to go into production.
- All orders for products manufactured to non-standard specifications submitted by the Client such as, but not limited to, heating coils, steam distributors, steam humidifiers, evaporative humidifiers, certain types of fans, etc. are non-cancellable.

6. 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 is extended to the Client by Jess (please refer to the terms and conditions of the Credit Application Form), 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 will be processed if invoices are not paid within 60 days of the date of invoice.

- We do not accept holdbacks on invoices or payment on payment. Please arrange third party financing to pay for products purchased from Jess if you accept such holdbacks or payments on payment with your customers.

7. Transfer of Ownership

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

Furthermore, without limiting the foregoing and its other recourses under the law, Jess may denounce its contract to the owner of a building in which the product purchased from Jess by the Client is installed, the whole in accordance with the provisions of the *Civil Code of Quebec*.

8. Terms of Delivery

- Unless otherwise specified, all order shipments are *Ex Works* (Jess warehouse, 400 Lebeau, Montreal, Quebec Canada H4N 1R6) at the client's expense.
- In cases where Jess takes on the responsibility for the shipment 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.
- By signing the proof of delivery, the Client or their representative confirms the acceptance of the order and declares himself fully satisfied with the products, their condition, and the quantity.

9. Risk

For all orders *Ex Works* (Jess warehouse, Montreal), the Client assumes all risks associated with losses and/or damage of the products and releases Jess from any liability in this regard.

In cases where Jess assumes the responsibility for the delivery of the products including the transport, the Client assumes all risk associated with losses and/or damage of the products when the Client signs and accepts the proof of delivery slip upon delivery at the destination and releases Jess from any liability as of that moment.

10. Delivery Lead times

All delivery lead times are 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.

11. Return of Products

- No product may be returned without a duly completed Return Material Authorization form (RMA) and sent to Jess Customer Service Department.
- Unless advised otherwise by Jess, all returned products must be accompanied by the RMA and sent to Jess at 400 Lebeau, St-Laurent, Quebec, H4N 1R6, Canada.
- The RMA 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.

- All returns shall be made freight prepaid. 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 RMA.
- Non-standard products such as but not limited to, by way of example, fans, heating coils, humidifiers, all valves, motorized valves, dampers, shutters, fan convectors, fan coils, steam and water coils and any type of coil, special adapters or accessories, are non-returnable and non-refundable.
- Provided that the RMA has been properly submitted in accordance with this Section 11, 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 must not have been previously installed or used. Such products must be returned within 30 days of the invoice date. No returns shall be accepted after 29 days from the invoice date. The credit for the returned products shall be subject to a deduction equal to 30% of the amount of the invoice plus shipping and handling charges. The credit can only be applied to existing or future orders.

12. 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 errors, improper maintenance or any other improper use of the product.
- The defective product or component shall be returned in accordance with the provisions of Section 11 of these Terms and Conditions.
- A product under warranty will be repaired or replaced at Jess's

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 strictly its replacement as per the terms indicated herein. The warranty does not cover any labor costs, inconvenience caused by the defect, or any ancillary loss incurred by the Client in connection with a claim under the warranty. Given that mechanical equipment may be defective during and/or after the warranty period, the Client must plan and implement strategies accordingly.
- 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.
- Any repair done by Jess after the original warranty period, is guaranteed for 1 month from the date of repair.

13. Limitation of Liability

JESS ACCEPTS NO LIABILITY BEYOND THE RECOURSES DESCRIBED HEREIN, INCLUDING LIABILITY FOR PRODUCTS THAT CANNOT BE USED, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OR CORRUPTION OF DATA OR SOFTWARE, OR PROVISION OF SERVICES OR TECHNICAL SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, JESS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIMS MADE BY ANY THIRD PARTY. YOU AGREE, WITH

RESPECT TO ANY LIABILITY HEREUNDER, THAT JESS SHALL HAVE NO OBLIGATION OR LIABILITY TO PAY DAMAGES IN EXCESS OF THE AMOUNT INVOICED FOR THE PRODUCT SOLD.

THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OR CIRCUMSTANCES GIVING RISE TO THE LOSS, DAMAGE OR LIABILITY, EVEN IF SUCH LOSS, DAMAGE OR LIABILITY ARISES FROM NEGLIGENCE OR OTHER TORTS OR BREACH OF CONTRACT UNLESS PROHIBITED BY APPLICABLE LAW.

14. Governing Law

The present Terms and Conditions shall be subject to and be interpreted in accordance with the laws of the Province of Quebec and Canada applicable herein. Furthermore, the exclusive jurisdiction for the purposes of any and all legal proceedings relating to any dispute that may arise between Jess and the Client shall be vested with a court of competent jurisdiction situated in the Judicial District of Montreal.

15. 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 July 1 2024

The present 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.