

**Limited Warranty:** The warranty and return policy for all products sold hereunder (the "Products") is determined by the original equipment manufacturer and/or supplier. All products sold by Wurth Canada Limited ("Wurth") are warranted only to the extent of the manufacturer's / supplier's warranty and only to purchasers ("Buyers") for resale or for use in their business in Canada. Products are warranted against defects in workmanship or materials only in accordance with the individual manufacturer's warranty policy. Manufacturers of certain Products, such as fasteners, do not provide a warranty period. Any part which is determined by Wurth to be defective in material or workmanship and returned to a Wurth location or picked up by an authorized Sales Representative as Wurth designates, shipping costs prepaid, will be repaired or replaced, at Wurth's sole option, as the Buyers' exclusive remedy.

**Warranty Disclaimer.** Wurth has made a diligent effort to illustrate and describe the Products in its catalogues accurately; however, such illustrations and descriptions are for the sole purpose of identification, and do not express or imply a warranty or condition that the Products are merchantable, or fit for a particular purpose or that the Products will necessarily conform to the illustrations or descriptions. The Products are sold to Buyers on an "as is, where is" basis, and no warranty or condition or affirmation of fact, express or implied, other than as set forth in the limited warranty above is made or authorized by Wurth. Any and all representations and warranties, express or implied, legal, statutory, conventional or otherwise with respect to the Products (including, implied warranties as to merchantability or fitness for a particular purpose), whether pursuant to the Sale of Goods Act of any province or otherwise, are hereby expressly excluded and disclaimed.

**Limitation of Liability:** Any liability for indirect, special, exemplary, punitive, consequential or incidental damages is expressly disclaimed by Wurth. Wurth's liability in all events for all damages, losses and causes of action (whether in contract, tort or otherwise) shall be limited in the aggregate to, and shall not exceed, the purchase price paid by the Buyers for the Product in question.

**Prompt Disposition.** Wurth will make a good faith effort for prompt correction or other adjustment with respect to any Product which proves to be defective within the warranty period. Before returning any Product, call the Wurth Customer Service Department at 1-800-263-5002 or write to them at 6330 Tomken Road, Mississauga, ON L5T 1N2 and advise them from which Sales Representative or location the Product was purchased, giving date and number of original invoice and describing the defect. The Wurth Representative will give instruction as to the method of returning the Product.

**Product Suitability:** Many provinces and locations have laws, codes and regulations governing sales, construction, installation and/or use of products for certain purposes, which may vary from those in neighboring areas. While Wurth attempts to ensure that its Products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how Products are installed or used. Before purchase and use of a Product, please review the Product, and applicable national, provincial and local laws, codes and regulations, and be sure that the Product, as well as its installation and use, complies with them.

**Hazardous Materials Information:** For the information of Buyers, Wurth has obtained Material Safety Data Sheets ("MSDS") for all "controlled products" within the meaning of the Hazardous Products Act (Canada) and the Controlled Products Regulations made under that Act, in respect of Products offered for sale by Wurth. The MSDS in question conform with the requirements of provincial occupational health and safety legislation which regulates "hazardous material" and the applicable Workplace Hazardous Materials Information Systems Regulations made thereunder. Such MSDS are available online 24/7 at [www.wurthcanada.com](http://www.wurthcanada.com) or can be provided by any Wurth sales representative. The information and recommendations contained in the applicable MSDS supplied/prepared by the manufacturer are considered to be accurate and reliable. However, Wurth makes no warranty with respect to the accuracy or reliability of the information or the suitability of the recommendations. Wurth disclaims any and all liability to any user thereof.

**Cross-Reference Information:** Product cross-reference comparisons do not imply that all products compared are available, or in the case of functional equivalency, that past performance and other characteristics are comparable. For critical applications, review specifications prior to purchase.

**Manufacturers' Warranties and Sales Literature:** Most of the Products listed in Wurth's catalogues are warranted to the end users by their manufacturer. As applicable, such warranties may supersede or exclude other stated warranties. Copies of such warranties are supplied with the Product or are available from the manufacturer. As a service, Wurth will obtain copies of warranties from the warrantor and will furnish them free of charge to customers who request them. Address requests to: 6330 Tomken Road, Mississauga, ON L5T 1N2. Requests must include the Wurth order number and article number of each Product for which a copy of the warranty is requested. Wurth may also furnish sales brochures and other literature of the manufacturer. Wurth assumes no responsibility for such warranties or sales literature by performing this service.

**SALES AND HANDLING TERMS**

**Terms:** By placing an order, Buyers accept and agree to Wurth's terms and conditions, including the limited warranty, which are subject to change from time to time without prior notice. The current terms and conditions, including the limited warranty, can be obtained at [www.wurthcanada.com](http://www.wurthcanada.com)

**Wholesale only:** Wurth offers its Products for sale to Buyers for use or consumption for business purposes in Canada, and only in accordance with manufacturers' specifications, requirements, recommendations and warranties. By placing an order, Buyers is representing that it is purchasing for business and not consumer purposes. Business identification may be required from Buyers. Possession of a catalogue does not constitute the right to purchase from Wurth.

**Prices:** All prices are listed in Canadian currency and are subject to change without notice. Quotations on large quantities are available on request. Contact your Würth location or sales representative for further information.

**Sales tax:** Würth is required to charge goods and services tax and applicable provincial sales tax on items for which a sales tax exemption certification has not been provided. When ordering, please provide any valid exemption certificate.

**Payment terms:** For Buyers with established credit, terms are net thirty (30) days from date of shipment. If credit is not established, please include payment with order or purchase through Visa, MasterCard or American Express. All payments must be in Canadian dollars. Würth shall have the right to set-off and deduct for any sums owed. If Buyers fails to make payment within thirty (30) days, Würth may defer shipments until such payment is made, or may, at its option, cancel all or any part of unshipped order. Interest will be charged on overdue accounts at 1.5% per month (18% per annum).

**Credit balance:** Buyers agree that any credit balance issued will be applied within one (1) year of its issuance. If not applied or requested within one (1) year, any balance remaining will be subject to cancellation, and Würth shall have no further liability.

**Product Availability and Special Orders:** Products are subject to availability at time of order. Some special order items as indicated in the catalogue must meet manufacturer's minimum order quantity requirements at time of order, and may require additional shipping time.

**Order for Export by Buyers.** Würth's policy is to offer Products only for delivery and use within Canada. Buyers shall immediately notify Würth in writing if any order for Product is intended for export from Canada. Würth has discretion as to whether to accept or reject such orders. Where Products purchased from Würth are to be exported, Buyers assumes sole responsibility for arranging the export of the Products from Canada and their importation into other countries and shall at all times comply with all applicable laws in relation thereto, including but not limited to export control laws, rules and regulations of Canada. Würth will not be the exporter under any circumstances. Buyers shall not export Product purchased from Würth without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any such laws, rules and regulations. Buyers further represents and warrants that it will not export or divert Products to any country or to any person to which or to whom export from Canada is prohibited under applicable laws, rules and regulations.

**Force Majeure:** Würth shall not be liable for any damage, cost or loss of profit of Buyers or any delay or failure in delivery or for any failure to perform caused by a force beyond its control, including, but not limited to, an act of God, action or failure to act of any government or governmental board, commission, department, bureau or authority, confiscation, war, blockade, insurrection, invasion, quarantine restrictions, riot, sabotage, acts of the public enemy, flood, fire, explosion, epidemic, landslide, lightning, earthquake, storm, accident, strike, lockout, work slowdown, work stoppage, differences with workers, embargo, power failure or shortage and any delay or failure of supplies, equipment, labour or transportation.

**Freight Policy:** Freight is F.O.B. shipping point. Würth reserves the right to charge freight and handling fees, including, without limitation, fees for small orders, HAZMAT fees, fuel surcharge, rural and/or rush deliveries or special handling.

**Title and Risk of Loss:** Title and Risk of Loss in the Products pass to Buyers at the time of shipment from Würth. If Product is damaged in transit, Buyers must file a claim with the carrier. If Products are undeliverable for 2 days, carrier will return them to Würth and additional charges may apply.

**Return Policy.** Any cancellation or return must be approved by Würth (in its discretion), be accompanied by proof of purchase, and may be subject to restocking and other charges. Any returns due to shipping errors, damage or loss must be reported to Würth immediately. For returns not related to damage or loss during shipping, Product must be returned within 90 days of shipment and be in original package and resalable condition. Returns can be made to any Würth location or through any authorized Sales Representative. Würth will only accept returns on Products shown in this catalogue (unless for damage during shipping). Some exceptions may apply.

**Assignment:** Buyers shall not assign any order or any interest therein without the written consent of Würth and any such actual or attempted assignment shall entitle Würth to cancel such order upon notice to Buyers.

**Modification of Terms:** No addition to or modification of terms and conditions shall be binding on Würth unless agreed to by Würth in writing, and Würth's acceptance of any order shall not be construed as assent to any additional terms and conditions.

**Jurisdiction:** This Agreement is conclusively deemed to be a contract made under the laws of the Province of Ontario, and for all purposes is to be construed in accordance with the laws of the Province of Ontario, without regard to principles of conflicts of law.

**Language:** Both parties have requested and agreed that this agreement and any ancillary documents relating hereto shall be drawn up in the English language only. Sur demande et en conformité à la Charte de la langue française au Québec, ce document est disponible dans la langue française.

**Mediation/Arbitration:** Würth and Buyers will attempt to settle any claim or controversy arising out of this agreement through consultation and negotiation in good faith and in a spirit of mutual co-operation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Würth and the Buyers.