



Terms and Conditions of Sale

1. General

Unless otherwise agreed upon in writing, all sales quotes and purchases, including but not limited to, warranty terms, delivery terms and any other conditions of sale shall be exclusively governed by these Terms and Conditions of Sale.

As used herein, "SELLER" means TIGER Drylac® Canada, Inc.; "PRODUCT" means the good and/or service specified; "BUYER" means the person/entity purchasing the PRODUCT, and where such person/entity acts as agent for another, that person/entity and its principal, jointly and severally.

The terms of delivery, payment and the warranty conditions are available for download in the download area at www.tiger-coatings.com.

Telecommunicative transmission, in particular by email, shall be sufficient to comply with the requirement for written notice in these Terms and Conditions of Sale. Please print out a copy of these Terms and Conditions of Sale (and all other documentation relating to any transactions made with SELLER) for your records.

2. Offers and orders

Offers made by the SELLER are not binding, especially with regard to the quoted prices, quantities, delivery times and the general availability of the PRODUCTS. The SELLER will confirm the receipt of the BUYER'S order in writing. This acknowledgement of receipt of the order does not constitute a binding acceptance of the BUYER'S order. Orders of the BUYER will be binding on the SELLER only upon actual delivery.

3. Price

Prices are subject to change without notice. Terms of payment are net thirty (30) days from date of invoice, unless otherwise specified in writing by SELLER.

In the event that the specified price is charged on an all-inclusive basis, which includes transportation charges, any increase or decrease in transportation charges shall be charged to BUYER'S account. Any tax, levy, or other governmental charge upon production, sale, importation or shipment of PRODUCT imposed by federal, provincial or local laws or authorities or becoming effective for, or during, the specified period shall be added to and deemed part of the price.

4. Notice obligation of BUYER

BUYER shall notify SELLER in writing prior to ordering a PRODUCT from SELLER if BUYER intends to use the PRODUCT in any of the following fields:

- a. Automotive
- b. Aviation
- c. Railroad
- d. Wind energy
- e. Railed vehicles
- f. Cable cars
- g. Power plants
- h. Hydropower vehicles
- i. Watercraft
- j. Structural Glazing

If the BUYER intends to use the PRODUCTS in an area of application in which the PRODUCT comes in contact with food, drinking water or electronics or if the ordered PRODUCTS are intended for application on parts that are typically subject to product safety risks, the BUYER shall notify the SELLER of such intended use.

In the case of custom-made PRODUCTS, such notification should be before the SELLER produces the first sample.

In the case of standard PRODUCTS, such notification should be prior to the CUSTOMER placing the order.

If the PRODUCT is to be specially developed for BUYER, written notice thereof must be provided prior to SELLER beginning the first design draft of the PRODUCT.

5. Delivery, ship date

Unless otherwise stated on the invoice under "Point of Delivery", SELLER shall ship PRODUCT to BUYER in accordance with Incoterms © 2020 DAP (Buyer's facility). Title and risk of loss of the PRODUCTS shall transfer to the BUYER once the PRODUCT has arrived at the Buyer's facility, prior to unloading. SELLER will arrange for transportation for the PRODUCTS, but despite the terms of DAP, such costs will be for the BUYER'S account. Additional charges will apply for expedited shipping or shipment by BUYER-specified carrier.



THE INDICATED DELIVERY DATE INFORMATION IS BASED ON LONGSTANDING EXPERIENCE BUT IS NON-BINDING. NO LIABILITY SHALL BE ACCEPTED FOR NON-COMPLIANCE WITH GIVEN DELIVERY DATES.

BUYER shall notify the SELLER in writing of any discrepancy concerning the amount and weight of the PRODUCT within twenty-four (24) hours of receipt of same. Failure to notify SELLER in this time frame of any such discrepancy shall result in SELLER not accepting any later complaint, and the PRODUCT shall be deemed to be of the correct amount and weight.

6. Return policy

All returns apply to Standard PRODUCTS only. Custom PRODUCTS are excluded from the Return policy. All returns must have prior written approval of SELLER. Returns received without prior written authorization will be credited only at discretion of an authorized agent of SELLER.

All returns must be received in the original, unopened boxes, in a re-sellable condition within thirty (30) days of the invoice date.

Inbound and outbound shipping charges are the responsibility of BUYER.

A twenty eight (28) percent handling fee will be charged based on the per kilogram price. The handling fee will apply to all returns.

Credit will be issued for the invoice amount less all shipping charges and/or handling fees, as determined by SELLER.

7. Conditions of payment, default

SELLER shall be entitled to charge interest at the rate of one point five (1.5%) percent per month (18% per annum) on the amount of:

- a. any overdue payment of the price of PRODUCT; and
- b. the aggregate price of any such PRODUCT of which BUYER shall have failed to take delivery until the date that BUYER accepts delivery thereof.

SELLER is entitled to be paid for each delivery as a separate transaction, without reference to any other delivery. BUYER may not withhold or set-off payment for PRODUCT delivered for any reason whatsoever. If BUYER shall be in default of any of these Terms and Conditions of Sale or any other contract with SELLER, SELLER may, at its option;

- a. defer further deliveries until such default be remedied; or
- b. without prejudice to any other remedy provided hereunder or under applicable law, decline further performance under these Terms and Conditions of Sale.

If, in SELLER's judgment, BUYER's credit shall become impaired at any time, SELLER may decline to make deliveries hereunder except for cash until such time as such credit has been restored to SELLER's satisfaction.

SELLER's waiver at any time of any breach or failure, in full or in part, to enforce any of the terms and conditions of its contract with BUYER with respect to PRODUCT shall not constitute any waiver of SELLER's rights hereunder or under applicable law to enforce and compel strict compliance with every such term and condition or to enforce subsequent breaches of the same terms and conditions.

These Terms and Conditions of Sale supersede and discharge any and all previous representations and understandings between BUYER and SELLER covering PRODUCT and constitute the entire agreement between BUYER and SELLER with respect thereto. No alteration or additional terms (whether embodied in a purchase order, or other document previously or subsequently sent by BUYER or received by SELLER) are acceptable to SELLER.

8. Warranty, damages

To the extent of any inconsistency with regarding the warranty of any PRODUCTS provided in any other document or representation, the conditions of this Section 8 shall prevail.

SELLER warrants that for a period of six (6) months after delivery to BUYER, PRODUCTS delivered by it are; (1) free of defects in material or workmanship; and (2) shall be free of liens and encumbrances (other than SELLER's lien) when shipped to BUYER. Notices of defect referring to the condition of the PRODUCT shall be made in writing to SELLER before processing or mixing of the PRODUCT and shall be submitted to SELLER within seven (7) days following receipt of the PRODUCT, otherwise all claims shall be forfeited.

Except as otherwise provided in these Terms and conditions of Sale, the SELLER does not warrant that the PRODUCTS are fit for a specific intended use, nor does the SELLER give a warranty for the quality of the produced coatings, prints, components, etc. Before use, the CUSTOMER shall examine the delivered products for their fitness for the intended use. Furthermore, it shall be the CUSTOMER's responsibility to observe the technical instructions issued by the SELLER, in particular pre-treatment and cleaning information, compatibility information and performance specifications as well as product and safety data sheets, and to create the necessary conditions for the use of PRODUCTS.

Unless otherwise agreed in writing, the SELLER shall not provide any other warranty and disclaims all warranties

The PRODUCTS delivered by the SELLER shall be inspected carefully immediately after delivery to the BUYER or to the third party designated by the BUYER. They shall be deemed to have been accepted by the BUYER with regard to obvious defects or other defects



which would have been apparent in the course of an immediate, careful inspection, if the SELLER does not receive a written notice of defects within seven (7) days of delivery.

SELLER shall not be liable for any conditions attributable to (i) improper installation or testing, (ii) inadequate or improper maintenance or storage, (iii) normal wear and tear, (iv) failure to provide a suitable operating environment, (v) use of the PRODUCT for purposes other than that for which it was designed, (vi) failure to monitor or operate the PRODUCT in accordance with applicable SELLER's specifications and good industry practice, (vii) unauthorized alteration of any part of the PRODUCT, (viii) unusual mechanical, physical electrical stress, extreme environmental conditions or chemical exposure, (ix) modifications done by other than SELLER, (x) mishandling during shipment of the PRODUCT, (xi) any defects or performance failures resulting from PRODUCT components from a third party that are integrated into SELLER's PRODUCT, (xii) any defects or lack of quality of the painting, coating, etc. made of PRODUCTS (xiii) the incompatibility, improper design, manufacture, installation, operation or maintenance of PRODUCTS, accessories, equipment or materials not supplied by SELLER (xiv) minor variations in quality, color or effect or, (xv) any other abuse, misuse, neglect or accident.

Furthermore, to the extent permitted by law, the SELLER shall not be liable for any damage or detriment of any kind resulting from (i) the use of the PRODUCTS outside any of area of application specified by the SELLER, or (ii) the use of the PRODUCTS in connection with applications or safety-relevant parts, unless the BUYER has fulfilled their obligations to notify of defects in accordance with these Terms and Conditions of Sale; or (iii) the PRODUCT not being used before its expiry date.

Insofar as the BUYER processes and markets items supplied by the SELLER, it shall be the sole responsibility of the BUYER to avoid defects in their products by means of testing and quality control.

BUYER's exclusive remedy, if any, under these warranties is limited, at SELLER's election, to any one of (a) reduction of SELLER's purchase price, or (b) replacement of any such PRODUCT.

THE FOLLOWING EXCLUSIONS AND DISCLAIMERS OF WARRANTIES DO NOT APPLY TO BUYERS WHO ARE CONSUMERS THAT ARE RESIDENTS OF SASKATCHEWAN OR QUEBEC. BUYER acknowledges that except as specifically set forth or referenced in these Terms and Conditions of Sale, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY SELLER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE AND ANY SUCH WARRANTIES ARE SPECIFICALLY DISCLAIMED BY BUYER.

Information provided by the SELLER on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data, or specifications on PRODUCT data sheets) as well as representations thereof (e.g. drawings and illustrations) are only approximate, unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but rather descriptions or designations of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of PRODUCTS with equivalent products shall be permissible insofar as they do not impair usability with regard to the contractually intended purpose.

For sales based on samples or specimens, the SELLER only warrants for the agreed or approved characteristics of the sample or specimen, whereas minor variations in quality, colour and effect are permissible; greater variations are permissible for sales based on colour and effect cards.

In the event of defects in PRODUCTS from other manufacturers which the SELLER cannot remedy for licensing or factual reasons, the SELLER shall, at their option, assert their warranty claims against the manufacturers and suppliers for the account of the BUYER or assign them to the BUYER. In the event of such defects, warranty claims against the SELLER shall only exist under the other conditions and in accordance with these Terms and Conditions of Sale if legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency.

9. Indemnification and Limitation of Liability

BUYER shall, to the extent permitted by applicable law, indemnify, exonerate, hold harmless and defend SELLER from and against any actions or suits and any claims, liability, damage, loss, cost or expense (including without limitation, reasonable legal fees and costs) arising out of:

- a. injury or death to an employee, servant or agent of BUYER wholly or proximately caused by the failure of BUYER (or the inadequacy thereof), for whatever reason, whether negligent or not, to call to the attention of such employee, servant or agent any or all warnings, safety data sheet, instructions for safe use and the like contained in or attached to containers of PRODUCT or otherwise provided by SELLER to BUYER;
- b. damage to persons or property resulting from use or application of PRODUCT in manufacturing processes, in combination with other substances or otherwise;
- c. patent and other intellectual property rights infringement in respect to any or all uses to which BUYER shall put PRODUCT; and
- d. any claims or proceedings by third parties asserting claims or seeking damages not within the scope of SELLER's express limited warranty contained in Section 8 hereof.



IN NO EVENT WILL BUYER BE ENTITLED TO, OR SELLER BE LIABLE TO BUYER, OR ANY OTHER PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, TORT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR BUSINESS INTERRUPTION COSTS, LOSS OF REVENUES, PROFITS OR SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, REPROCUREMENT, REMOVAL OR REINSTALLATION COSTS, OVERHEAD OR INJURY TO REPUTATION OR LOSS OF CUSTOMERS, OR FOR ANY CLAIMS ASSERTED AGAINST BUYER BY A THIRD PARTY ARISING DIRECTLY OR INDIRECTLY OUT OF, OR IN CONNECTION WITH, THE MANUFACTURE, DELIVERY, SALE, USE OR DEFECT OF PRODUCTS SOLD BY SELLER TO BUYER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT WILL SELLER BE LIABLE FOR ANY PERSONAL INJURIES OR DEATH ARISING DIRECTLY OR INDIRECTLY OUT OF, OR IN CONNECTION WITH, THE MANUFACTURE, USE OR DEFECT OF ANY SUCH PRODUCTS. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THESE TERMS AND CONDITIONS OF SALE, BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM WILL NOT EXCEED BUYER'S PURCHASE PRICE (PLUS SHIPPING CHARGES AUTHORIZED BY SELLER FOR RETURN THEREOF) FOR THE PRODUCT GIVING RISE TO SUCH CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE.

The burden of proof for any claims for damages, including fault, shall be borne by the BUYER.

The BUYER shall indemnify and hold SELLER harmless in respect of any third-party claims resulting from a breach of the SELLER'S obligations.

10. IP Rights

SELLER warrants only in accordance with this Section 10 that the PRODUCT, when used in accordance with SELLER'S instructions, is free from registered industrial property rights and applications for industrial property rights of third parties of which the SELLER was aware at the time of the sale or of which the SELLER could not have been unaware, provided that the right is based on a registered industrial property right or an application for industrial property rights under the law of the country in which the PRODUCT is used by the BUYER, if the parties took into consideration at the time of the sale that the PRODUCT would be used there, or in any other case under the law of the country in which the BUYER has their registered office. The SELLER disclaims any other warranty in this respect.

Countries with patent registers to which the SELLER cannot reasonably be expected to have access via public databases in English shall be deemed not to have been taken into consideration until proven otherwise; if, in accordance with the provisions of the preceding paragraph, the country in which BUYER'S registered office is located in such a country, the law of the country in which the SELLER'S registered office is located shall be exclusively relevant.

The BUYER shall notify the SELLER in writing without undue delay if claims are asserted against them on account of the infringement of such rights.

In the event that the PRODUCT infringes a third party's right pursuant to this Section 10 the SELLER shall, at their discretion and at their expense, modify or replace the delivery item in such a way that third party rights are no longer infringed, but the PRODUCT continues to fulfill the contractually agreed functions, or procure the right of use for the BUYER by concluding a licence agreement with the third party. If the SELLER does not succeed in doing so within a reasonable period of time, the BUYER shall be entitled to reduce the purchase price appropriately. Any claims for damages held by the BUYER are subject to the limitations of Section 9 of these Terms and Conditions of Sale.

In the event of legal infringements by PRODUCTS from other manufacturers supplied by the SELLER from other manufacturers, the SELLER shall, at their option, assert their claims against the manufacturers and upstream suppliers for the account of the BUYER or assign them to the BUYER. Claims against SELLER shall not exist in these cases, to the extent permitted by law.

11. Intellectual property rights of the SELLER and/or Materials provided by the Customer

The SELLER reserves all rights, in particular all intellectual property rights, rights to confidential information and trade secrets, in all offers and cost estimates submitted by the SELLER, and to all drawings, illustrations, samples, digital samples and files, photographs, calculations, brochures, catalogues, models, tools, data sheets, specifications, PRODUCT information and other documents and aids made available to the BUYER. The BUYER may not make these items available to third parties, either the items themselves or in terms of content, nor may they disclose them, use the item themselves or via third parties, or reproduce them without the express written consent of the SELLER. At the request of the SELLER, the BUYER shall return these items in full to the SELLER and destroy any copies made where no longer required by the SELLER in the ordinary course of business or where negotiations do not lead to the conclusion of a contract. This excludes the storage of electronically provided data for the purpose of normal data backup.

The rights to all registered and/or unregistered trademark and related rights held by the SELLER, in particular trade marks and the company name, shall remain exclusively with SELLER unless otherwise agreed in writing.

The SELLER further reserves all rights to developments, inventions or discoveries made by the SELLER in the context of contractual performance or execution. The same shall apply accordingly to data and know how.

If the BUYER provides the SELLER with substances, materials, documents, templates, plans, samples, graphics, formulations, logos or photos ("**Materials**") for the purpose of fulfilling the contract, the BUYER shall be obliged to review these in advance for any third-party



rights, in particular intellectual property rights, and shall guarantee that the Materials are free of third-party rights and can be used by the SELLER for the intended purpose. The SELLER shall not be obliged to review the Materials provided for potential infringements of third-party rights.

12. Disclaimer – digital sampling

The SELLER reserves the right to offer the BUYER a digital sampling tool on request, in particular with regard to colour, effect, design, and/or structure selection, as well as to the geometries of the individual PRODUCTS. It is expressly stated that any such representations do not represent binding samples or specimens, and are rather non-binding digital illustrations. In particular, due to variations in screen settings and other factors (such as the incidence of light), it is not possible for the digital sample to exactly match the actual PRODUCT, meaning that, for example, the representation of the colour displayed on the output device may differ from the colour of the actual PRODUCT. Unless otherwise agreed in writing, no liability is accepted for deviations between a digital sample and the actual PRODUCT characteristics. The SELLER offers non-binding product samples, which are available on request from customer service.

13. Withholding payments and set-off

The BUYER shall not be entitled, for any reason whatsoever, to withhold payments for PRODUCTS delivered and shall not be entitled to set off their own payment obligations against any claims they may have against the SELLER.

14. Assignment of rights and obligations

Without prejudice to any deviating agreement with the BUYER, the SELLER is entitled to assign and transfer any rights and obligations arising out of any contractual agreement with the BUYER to third parties without notification to the BUYER. The BUYER is not entitled to transfer any rights or obligations arising out of the agreement with the SELLER to third parties without the prior written consent of the SELLER.

15. Representations, technical instructions

Notwithstanding the fact that SELLER may provide BUYER with technical advice or assistance relating to the use or application of PRODUCT, or make available to BUYER's personnel to supervise or assist in the use of application thereof, SELLER makes no representation or warranty of any kind as to the accuracy, thoroughness, or effectiveness of such supervision, assistance or advice or the date, results or conclusions offered thereby, and BUYER hereby agrees that:

- a. providing of such personnel advice does not in any way create any further warranty, beyond the warranty provided herein;
- b. and BUYER will make its own independent judgment before using or relying on any such supervision or advice;
- c. and BUYER will hold SELLER harmless from and against any and all loss, cost, liability, or expense of any kind whatsoever arising out of, or in connection with, BUYER's use of any such supervision, assistance, or advice.

Any kind of oral representations shall only become valid upon written confirmation from the SELLER.

To the extent that the SELLER provides technical information or technical instructions and such information or instructions are not part of the contractually agreed scope of services owed by the SELLER, this is done free of charge and to the exclusion of any liability.

16. Force majeure

If war, epidemic, pandemic, plant breakdown of any kind, unavailability of transportation, Acts of God or other instances of force majeure, strike or lockout, labor dispute, difficulties in the supply of raw material, act by a government or a court or any circumstance of like or different character beyond the reasonable control of SELLER shall cause a delay in, or prevent, the manufacture or delivery of PRODUCT, then for the duration, and to the extent of such circumstance, SELLER shall be released from the obligation to deliver PRODUCT and entitled to withdraw from the contract between BUYER and SELLER with respect to PRODUCT without being liable, wholly or in part, to BUYER therefor.

If, for any reason, SELLER's supply of PRODUCT shall be insufficient to meet all its requirements, SELLER shall have the right, at its option and without liability to BUYER, to apportion its supply of PRODUCT among its customers, including its affiliated divisions and companies, in such manner as SELLER at its sole discretion believes equitable, without being liable, wholly or in part, to BUYER therefor.

17. Webshop

- a. If there is any conflict between the Terms and Conditions of Sale and this Section 17 for Webshop, this Section 17 shall prevail.
- b. Registration: To use the TIGER-Webshop, the BUYER can either: register an account or access as a guest. Further information regarding the registration process is available in the TIGER-Webshop or from the SELLER. Once the registration process is completed or the BUYER has accessed the Webshop as a guest, the BUYER will be provided with a login and will be able to place orders binding for the BUYER in the TIGER-Webshop. The BUYER shall ensure that the data entered in the TIGER-Webshop is correct and that the login data is only used by individuals who are authorized to place binding orders on behalf of the BUYER. When ordering as a guest, the SELLER assumes the BUYER is authorized place binding orders on behalf of the BUYER.
- c. Conclusion of contracts: The products and information provided by SELLER in the TIGER-Webshop do not constitute an offer in the legal sense but are only a non-binding invitation to the BUYER to submit an offer. The BUYER can select products from the



SELLER product range in the TIGER-Webshop and place them in a virtual shopping cart by clicking on the “add to cart” button. The BUYER has also the opportunity to remove the selected products from the virtual shopping cart. Only upon the submission of the order via the button “order with obligation to pay” the BUYER places a binding offer to purchase the goods in the shopping cart. Before submitting the order, the BUYER shall ensure the correctness of the order. The BUYER can view the data before submitting the order, change the order and also cancel the order.

After completion of the ordering process by the BUYER the receipt of the order will be confirmed by an automatically generated e-mail. This email documents that SELLER has received the BUYER's order but does not constitute an acceptance of the BUYER's offer by SELLER. SELLER may accept the offer submitted by the BUYER via the TIGER-Webshop within a reasonable time period. SELLER reserves the right to reject the offers of the BUYER without giving reasons. The acceptance of the BUYER's purchase offer, and thus the conclusion of the contract, only takes place through order confirmation by SELLER, which is made separately, at the latest together with the information about the shipment of the goods.

d. Availability of goods, product descriptions and product presentation:

The availability of the PRODUCTS indicated in the TIGER-Webshop is based on long-term experience and is not binding. The information on the products in the TIGER-Webshop is subject to change. The SELLER reserves the right to make amendments, corrections and changes.

If it turns out that the PRODUCT ordered by the BUYER is no longer available in sufficient quantity, during the processing of the BUYER's order, SELLER will inform the BUYER separately.

The presentation of the PRODUCTS in the TIGER-Webshop and printouts thereof, in particular with regard to color, brightness, contrast and product effects are not binding, as they may vary depending on the output device used (monitor, printer, etc.). SELLER assumes no liability for such deviations from the actual PRODUCT properties. SELLER offers color-accurate proof product samples which are available on request by the BUYER.

e. Prices, freight and other costs:

The prices quoted in the TIGER-Webshop are the list prices of SELLER. All prices quoted includes the cost of standard freight on delivery to locations within Canada. All prices quoted are net, which means they do not include sales taxes, VAT, other statutory taxes, fees, including customs duties, customs charges and other charges. Please Note we cannot ship to P.O. Boxes.

All PRODUCTS ordered through the TIGER-Webshop will be shipped and delivered in accordance with Section 5 of these Terms and Conditions of Sale.

Backorders may be permitted. However lead times may vary – please consult your TIGER Sales Representative for further details.

f. Quantity/price options:

The combination options ("Order Optimization") provided by SELLER in the TIGER-Webshop, do not constitute offers in the legal sense, but rather order proposals that are automatically generated on the basis of the order quantity. The BUYER has the option to accept these proposals but is not obliged to do so. The BUYER may cancel the order at any time if they do not wish to accept any of the order proposals shown

g. Special price conditions:

Special conditions that are validly agreed between SELLER and the BUYER may not be visible in the TIGER-Webshop. SELLER fulfils any contract according to the validly agreed special conditions, unless SELLER informs the BUYER otherwise.

h. Delivery of TIGER-Webshop orders:

Deliveries are offered within Canada. For International inquiries, please consult your SELLER Sales Representative. The ordered PRODUCTS are delivered to the address provided by the BUYER. If the BUYER has entered an incorrect, incomplete or unclear delivery address, the BUYER shall bear all resulting costs and shall indemnify SELLER from any disadvantages resulting from such incorrect, incomplete or unclear information.

i. SELLER does not guarantee that TIGER-Webshop, or any of its content, will always be available or uninterrupted. Access to TIGER-Webshop is permitted on a temporary basis. SELLER may suspend, withdraw, discontinue or change any or all parts of TIGER-Webshop without notice. SELLER will not be liable to you if, for any reason, TIGER-Webshop is unavailable at any time or for any period. SELLER further reserves the right to refuse service, terminate accounts, and/or cancel orders at our discretion, including, without limitation, if we believe that BUYER's conduct violates applicable law or is harmful to SELLER's interests.

j. PRODUCTS which are displayed on TIGER-Webshop and that may be purchased are available for sale and distribution to customers in Canada only. Although TIGER-Webshop is accessible worldwide, not all PRODUCTS offered through or on TIGER-Webshop are available to all persons or in all geographic locations, or appropriate or available for use outside Canada. SELLER reserves the right to limit, in its sole discretion, the provision and quantity of any PRODUCT to any person or geographic area. Any



offer for any PRODUCT made on TIGER-Webshop is void where prohibited. If you choose to access TIGER-Webshop from outside Canada, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

18. Data Protection

By providing your personal information to SELLER, you consent to the collection, use and disclosure of such personal information in accordance with SELLER's Privacy Policy, available here: <https://www.tiger-coatings.com/ca-en/contact/privacy-notice>. SELLER does not knowingly collect information from children under the age of 13.

19. Use

You agree not to sell or resell any PRODUCTS you purchase or otherwise receive from SELLER, either under the TIGER Drylac Brand or otherwise unless you have obtained express written consent from SELLER. You agree that the PRODUCTS are to only be used for your commercial and industrial uses.

20. Applicable law, jurisdiction

These Terms and Conditions of Sale and the sale of goods and services hereunder shall be governed by, and construed, in accordance with the laws of the Province of Ontario and the federal laws in Canada, excluding laws directing the application of the laws of another jurisdiction, and BUYER hereby attorns to such exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of goods and services or any transactions, performance or disputes hereunder. All legal proceedings arising under these Terms and Conditions of Sale or in respect of the sale of the PRODUCT will be initiated and maintained solely and exclusively in the Province of Ontario in Toronto, Canada. The parties hereby consent to such jurisdiction and venue.

21. Partial validity

It is intended that all provisions of this Agreement shall be fully binding and effective between the parties. But in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable, for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.

22. Acknowledgement by BUYER

Any term or condition contained on any printed form of BUYER, including but not limited to any order, confirmation or other document, which is in any way inconsistent with, or in addition to, the terms and conditions contained in these Terms and Conditions of Sale is hereby expressly rejected. BUYER, by accepting any goods or services from SELLER, making any payments or ordering any goods or services having previously received these Terms and Conditions of Sale, agrees to be bound by these Terms and Conditions of Sale.

Sold-to Company

Authorized Agent Name (Printed)

Street Address/City/Province/Postal Code

Authorized Agent Signature

Date (MM|DD|YYYY)

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