



**GENERAL TERMS AND CONDITIONS
FOR THE SALE OF GOODS**

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1. APPLICABILITY.

(a) The terms of this Agreement are the only terms which govern the sale of the goods ("Goods") by 8694290 Canada Inc. dba Fabtech ID ("Fabtech ID") to the buyer of the Goods as set forth in the applicable sales order ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) (i) These General Terms and Conditions for the Sales of Goods and (ii), Fabtech ID's quotation, sales order and invoice accepted by the Buyer in each case, as supplemented, amended, restated or replaced from time to time by mutual agreement of the parties (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Without limiting the foregoing, In the event of inconsistency between or among the various Agreement documents, the following order of precedence shall govern interpretation: (a) These General Terms and Conditions for the Sale of Goods; (b) Fabtech ID's quotation and the sales order accepted by Buyer (c) Purchase Orders. Fulfilment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. DELIVERY.

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Fabtech ID shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Fabtech ID shall deliver the Goods to the delivery point agreed by the parties (the "Delivery Point") using Fabtech ID's standard methods for packaging and shipping such Goods. Buyer shall be responsible for all loading costs and provide equipment and labour reasonably suited for receipt of the Goods at the Delivery Point.

(c) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Fabtech ID's notice that the Goods have been delivered at the Delivery Point, or if Fabtech ID is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Fabtech ID, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. NON-DELIVERY.

(a) The Fabtech ID shall not be liable for any non-delivery of Goods (even if caused by Fabtech ID's negligence) unless Buyer gives written notice to Fabtech ID of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received.

(b) Any liability of Fabtech ID for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 3(b) are Buyer's exclusive remedies for the delivery of Non-Conforming Goods. Except as provided under Section 3(d), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Fabtech ID, except as provided otherwise in Section 3(d).

(d) All Goods returns must receive prior written authorization from Fabtech ID and must be done within thirty (30) days from the shipment date. Notice of approval may be issued and minimum re-stocking fees of 20% of the price of returned Goods will be charged for handling. Returned Goods must be shipped to Fabtech ID at the Buyer's expense.

4. SHIPPING TERMS.

Unless otherwise provided in the applicable sales order, delivery shall be made EXW Fabtech ID warehouse, Chicoutimi, Quebec, Canada (Incoterms 2020) which constitutes delivery when the Goods are placed at the disposal of the Buyer at the foregoing name place ("Delivery").

5. TITLE AND RISK OF LOSS.

(a) Unless otherwise provided in the applicable sales order, the transfer of risks shall take place upon Delivery of the Goods. Title to the Goods is assigned to Buyer once the Goods have actually been paid by the Buyer.

(b) Notwithstanding anything to the contrary in this Agreement, nothing shall be construed as a grant of a license or assignment of intellectual property right from Fabtech ID to the Buyer or to any other party.

6. INSPECTION AND REJECTION OF NON-CONFORMING GOODS.

(a) Buyer shall inspect the Goods within thirty (30) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Fabtech ID in writing of any Non-Conforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Fabtech ID. "Non-Conforming Goods" means the following: (i) the product shipped is different than identified in Buyer's purchase order; (ii) the Goods are materially damaged unless such damages are partly or wholly caused by the actions or omissions of the Buyer or a third party; or (iii) the Goods are missing;.

(b) If Buyer timely notifies Fabtech ID of any Non-Conforming Goods, Fabtech ID shall, in its sole discretion, (i) repair or replace such Non-Conforming Goods with conforming Goods, or (ii) credit or refund the Price for such Non-Conforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Non-Conforming Goods to Fabtech ID's facility. If Fabtech ID exercises its option to replace Non-Conforming Goods, Fabtech ID shall, after receiving Buyer's shipment of Non-Conforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's sole and exclusive remedies for the delivery of Non-Conforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Fabtech ID, except pursuant to Section 3(d).

7. PRICE.

(a) Buyer shall purchase the Goods from Fabtech ID at the prices (the "**Prices**") set forth in Fabtech ID's price list in the applicable sales order. All prices are in US dollars. All prices are subject to changes without notice. All orders are subject to prices prevailing at the time of shipment.

(b) All Prices are exclusive of (i) all taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer, and (ii) handling and shipping charges. Buyer shall be responsible for all such charges, costs and taxes; provided that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Fabtech ID's income, revenues, gross receipts, personnel or real or personal property or other assets.

8. PAYMENT TERMS.

(a) Unless otherwise set forth in Fabtech ID's quotation accepted by the Buyer, Buyer shall pay all invoiced amounts due to Fabtech ID within thirty (30) days (Net 30 days) from the date of Fabtech ID's invoice. Buyer shall make all payments hereunder in the currency mentioned in Fabtech ID quotation accepted by the Buyer.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of twenty-four percent (24%) per annum or the highest rate permissible under applicable law. Buyer shall reimburse Fabtech ID for all costs incurred in collecting any late payments, including, without limitation, legal fees. In addition to all other remedies available under these Terms or at law, Fabtech ID shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder

and such failure continues for ten (10) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Fabtech ID, whether relating to Fabtech ID's breach, bankruptcy or otherwise.

9. LIMITED WARRANTY.

(a) Fabtech ID warrants to Buyer that for a period of thirty (30) days from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will materially conform to Fabtech ID's specific quality standards or specification defined for the Goods in effect as of the date of shipment under the corresponding Individual Transaction and will be free from material defects in material and workmanship.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 9 (a), FABTECH ID MAKES NO CONDITION OR WARRANTY WHATSOEVER. GOODS ARE SUPPLIED "AS IS".

Products manufactured or supplied by a third party ("**Third Party Product**") are expressly excluded from the warranty in Section 9 (a).

(c) The Fabtech ID shall not be liable for a breach of the warranty set forth in Section 9 (a), if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Fabtech ID's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods, or the Goods have been tampered; or (iii) Buyer alters or repairs such Goods without the prior written consent of Fabtech ID.

(d) Subject to Section above, with respect to any such Goods during the Warranty Period, Fabtech ID shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Fabtech ID so requests, Buyer shall, at Fabtech ID's expense, return such Goods to Fabtech ID.

(e) THE REMEDIES SET FORTH IN SECTION 9 (d) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND FABTECH ID'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 9 (a).

10. LIMITATION OF LIABILITY.

(a) IN NO EVENT SHALL FABTECH ID BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE AND OTHER DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL FABTECH ID'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO FABTECH ID FOR THE GOODS SOLD HEREUNDER OR ONE THOUSAND DOLLARS (\$1000), WHICHEVER IS LESS.

(c) NO ACTION, SUIT OR PROCEEDING ARISING OUT OF THE TRANSACTION UNDER THIS AGREEMENT SHALL BE BROUGHT BY BUYER AGAINST FABTECH ID MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION OCCURRED OR THE TERMINATION OR EXPIRY DATE OF THIS AGREEMENT, WHICHEVER OCCURS FIRST.

(d) BUYER ASSUMES ALL RISKS AND RESPONSIBILITIES RESULTING FROM THE USE OF THE DELIVERED GOODS NO MATTER THEY ARE USED ALONE OR IN CONJUNCTION WITH OTHER PRODUCTS.

(e) The limitation of liability set forth in Section 10 shall not apply to (i) liability resulting from Fabtech ID's wilful misconduct and (ii) death or bodily injury resulting from Fabtech ID's acts or omissions.

11. NO CANCELLATION POLICIES

Notwithstanding anything to the contrary in this Agreement, orders for custom or special Goods or Goods that are not part of Fabtech ID inventory and / or Goods approved by the Buyer can not be canceled.

12. COMPLIANCE WITH LAW.

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance.

13. TERMINATION.

In addition to any remedies that may be provided under these Terms, Fabtech ID may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of non-payment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. WAIVER.

No waiver by Fabtech ID of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Fabtech ID.

15. FORCE MAJEURE.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Fabtech ID hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of this Agreement; (g) strikes, lockouts, labor stoppages or slowdowns, labor disputes, or other industrial disturbances, (h) shortage of adequate power or telecommunications or transportation facilities; (i) failure of any governmental or public authority to grant a necessary license or consent; and (k) other

events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

16. MISCELLANEOUS

16.1 Assignment.

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Fabtech ID. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

16.2 Amendments and Modifications.

These Terms may only be amended or modified in writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

16.3 Relationship of the Parties.

The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.4 No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

16.5 Governing Law.

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule whether of the Province of Quebec or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the Province of Quebec. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

16.6 Jurisdiction

Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, shall be instituted in the courts of the Province of Quebec, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties irrevocably and unconditionally

waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

16.7 Notices.

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the sales order or to such other address that may be designated by the receiving party in writing. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the five (5) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

16.8 Severability.

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16.9 Survival.

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Section 5(b) (intellectual property). Sections 9(b) to 9(e) (Limited Warranty), Section 10 (Limit of Liability), Section 12 (Compliance with Law), Section 15 (Force Majeure), Section 16 (Miscellaneous).

16.10 Language.

The parties have agreed that this Agreement be drawn up in the English language. Les parties ont convenu que le présent contrat soit rédigé en langue anglais