

TERMS AND CONDITIONS FOR EQUIPMENT SALES AND SERVICES

1. Definitions.

“**Client**”: means the person, firm, partnership, company or other legal entity buying the Equipment or Services from Solotech.

“**Equipment**”: means any equipment described in the Quote.

“**Intellectual Property**”: means any and all rights, titles, interests, intellectual property and intellectual property rights, whether now enacted, conferred or recognized or that may be enacted, conferred or recognized in the future, under any legislation including any and all trade secrets, patents, patent applications, trade-marks, copyrights, neighboring rights, inventions, processes, discoveries, designs, techniques, drawings, specifications, data, software, confidential information, know-how or other intellectual property right of any kind, whether registered or unregistered, and any application for any of the foregoing.

“**Price**”: means the sale price of the Equipment and the fees for the Services, if any, as indicated in the Quote.

“**Quote**”: means the written proposal, quotation or confirmation for the Equipment and the Services, if any, to which this Agreement applies.

“**Services**”: means any installation or programing services to be rendered by Solotech as described in the Quote.

“**Solotech**”: means Solotech Inc. or one of its affiliates indicated in the Quote.

2. General.

These terms and conditions, together with the Quote, constitute the entire agreement between the Client and Solotech with respect to the sale of the Equipment and the performance of the Services by Solotech to the Client and supersede any prior understanding or agreements, whether oral or written, concerning the subject matter hereof (the “**Agreement**”). The parties agree that any term or condition stated in any Client purchase order or in any other Client’s document is void and by accepting the delivery of the Equipment or the Services from Solotech, Client agrees to the terms of, and to be bound by, this Agreement.

3. Price and Payment.

Client agrees to pay the Price in its entirety. The Client understands and agrees that the Price may be adjusted prior to delivery and final invoicing, based on market price fluctuations or circumstances beyond the control of Solotech (such as, without limitation, foreign exchange fluctuations, currency rates, duties, significant increase in the costs of labour, materials or other costs of manufacture, or inflation). Unless otherwise provided in the Quote, Client shall pay: (i) a first instalment equal to 40% of the Price (inclusive of taxes) upon acceptance of the Quote; (ii) a second instalment equal to 40% of the Price (inclusive of taxes) prior to shipment of the Equipment to the Client or upon receipt of the Equipment at Solotech’s facilities if Solotech stores the Equipment in accordance with Section 5; and (iii) a third instalment equal to 20% of the Price (inclusive of taxes) once the Equipment is delivered or the Services are completed, if any. If permitted by applicable law, all payments made to Solotech by credit card shall be assessed a non-refundable surcharge of up to 4% of the Price. Monetary balances unpaid by Client shall bear interest at the rate of 24% annually, until paid in full by Client.

4. Taxes.

Unless otherwise specified in the Quote, the Price excludes packaging, shipping, and transportation costs, taxes, duties or brokerage fees, or any other related charges. Solotech will invoice the amount of any sales, value added or excise taxes that it is legally required to collect from Client and Solotech will remit this amount to the appropriate governmental authorities. Neither party is responsible for the other party’s income taxes and/or net or gross capital taxes.

5. Delivery and Storage.

The Equipment will be delivered (drop ship) to the shipping address indicated in the Quote in accordance with a delivery schedule to be determined by the Equipment’s manufacturer, unless agreed otherwise in writing between Solotech and the Client. The Equipment may be delivered in individual deliveries (drop ship) from each manufacturer directly to the Client. As such, several deliveries by different manufacturers at different times are to be expected. If Client does not want multiple drop shipments for a single project, Solotech can combine all the Equipment into a single delivery, at an additional cost equal to 3% of the Equipment sale price indicated on the Quote. In addition, if Client is unable to receive all or part of the delivery within 30 days from the scheduled delivery date, Client will be charged a monthly storage fee equal to 2% of the Equipment sale price indicated on the Quote during the storage period.

6. Risk of Loss and Title.

Risk of loss and damage to the Equipment shall pass to the Client upon its delivery. Title to the Equipment shall pass to Client only upon full payment of the Price. In the event of non-payment of the Price according to the payment schedule, Solotech reserves the right, without notice, to retake possession of the Equipment delivered and Client hereby irrevocably grants Solotech access to its premises during normal business hours to retake the Equipment for which Solotech retains title. In addition to its recourse pursuant to this Agreement or applicable law, default by Client (including any payment default) shall cause a forfeiture of the term and the balance of the Price shall be immediately payable. Until full payment of the Price, Client may in no event pledge, register or in any way charge by way of security, charge, lien, hypothec, privilege, retention of title, security interest or otherwise any of the Equipment, but if the Client does so, all money owing by the Client to Solotech shall forthwith become due and payable without prejudice to any other right or remedy of Solotech. Client understands and agrees that Solotech may, at any time, register and perfect any security, charge, lien, hypothec, privilege, retention of title, or any security interest of whatever nature to allow Solotech to enforce its property rights in the Equipment and Client agrees to execute any and all required documents to give effect to the foregoing.

7. Client Obligations.

Client shall (i) provide Solotech with free, safe and unhindered access to the delivery point; (ii) unless otherwise agreed, be responsible for loading and unloading the Equipment from the delivery trucks; and (iii) furnish Solotech, at no cost, the utilities and services which are generally required for the performance of Solotech’s obligations.

8. Warranty for new Equipment only and Services.

Provided Client has not removed any serial number on the Equipment and the Equipment is in the same condition as it was at the time of the delivery, Solotech undertakes to repair or replace, in its sole discretion, any damaged or defective Equipment sold as new equipment, for a period of 90 days from the earlier of: (i) the date of delivery of the Equipment to the Client or (ii) the date of receipt of the Equipment at Solotech’s facilities, if Solotech stores the Equipment in accordance with Section 5 (“**Solotech Warranty**”). Any shipping fees for the return of damaged or defective new Equipment within the Solotech Warranty shall be paid by Solotech. After the expiry of the Solotech Warranty, only the manufacturer’s warranty shall apply to the Equipment. The Solotech Warranty may not be assigned by the Client. Solotech warrants the Services for a period of 90 days from their performance, unless Client has opted for a service plan provided by Solotech, in which case such service plan shall apply. For further certainty, any replacement, corrective or repair work carried by Solotech at the request of Client not under the Solotech Warranty, the manufacturer’s warranty or Solotech’s service plan shall be separately invoiced to Client.

9. Warranty for used Equipment only.

Provided Client has not removed any serial number on the Equipment and the Equipment is in the same condition as it was at the time of delivery, Solotech undertakes to repair or replace, in its sole discretion, any Equipment sold as used equipment which is defective within 90 days of its delivery. Any shipping fees for the return of defective used Equipment within the 90-day warranty period shall be paid by Solotech. This warranty may not be assigned by the Client.

10. Set-Off/Deduction.

Any deduction, compensation or set-off not previously agreed to by Solotech in writing shall be considered as a breach by Client justifying the: (i) suspension of deliveries or of the Services, (ii) collection of any amounts owed; and (iii) exercise of Solotech’s rights as provided in Sections 6 and 15 and by applicable law. Moreover, Solotech shall be entitled to require immediate payment of the full Price, including on future orders.

11. Insurance.

If Services are performed by Solotech, unless otherwise indicated by Solotech in writing, Client shall maintain during the performance of the Services, at its sole expense, or shall ensure that it maintained, a commercial general liability insurance with general aggregate limit of not less than \$1,000,000. Solotech shall be named as additional insured on such policy. Client must provide the certificates of insurance attesting the above-mentioned coverages within five (5) days before performance of the Services. All above insurance policies shall contain a waiver of subrogation against Solotech. Should Client fail to secure or maintain such insurance, Solotech may secure such insurance at Client’s expense.

12. Limitation of Liability.

The warranties provided at Sections 8 and 9 shall be the sole warranties provided by Solotech. All other implied and statutory warranties and remedies are hereby expressly excluded. In no event shall either party be liable to the other for any indirect, incidental, punitive or consequential damages (including, without limitation, lost business profits, revenue or opportunities) sustained by the other party or any other individual or entity for any matter arising out of the Equipment, the Services or this Agreement. The Client acknowledges and agrees that Solotech shall have no access whatsoever to Client’s IT systems or to any personal information of Client, its employees, suppliers or customers and as such, Solotech shall not be liable to the Client for any damage or inconvenience arising from the use of the Equipment or the provision of Services, including, without limitation, for any use, inability to use, interruption or delay of service, recovery of any data, breach of data or system security or any modification to the network or IT systems. Notwithstanding anything to the contrary, Solotech’s liability under this Agreement shall in no event exceed the aggregate Price paid to Solotech under this Agreement.

13. Confidential Information.

Each party may be exposed, or have access, to confidential and proprietary information belonging to or supplied by the other party, including, without limitation, specifications, drawings, analysis, research, processes, computer programs, methods, ideas, know-how, business information (including sales and marketing research, materials, plans, accounting and financial information, personnel records, customer lists, and the like) and any other information relating to the business or affairs of the other party (“**Confidential Information**”). Confidential Information does not include information which

(i) has become publicly known through no violation of an obligation of non-disclosure of any person or entity, or (ii) has been approved for disclosure in writing by the disclosing party. Except as otherwise specifically provided herein, each party agrees that it shall not use, transfer, commercialize or disclose the other party’s Confidential Information to any person or entity, except to its own employees or subcontractors to the extent that they have a need to know or have access to such Confidential Information in connection with the Equipment, the Services or this Agreement. Each party shall use at least the same degree of care in safeguarding the other party’s Confidential Information as it uses in safeguarding its own confidential information. All of Solotech’s Confidential Information shall remain the property of Solotech and shall be returned to Solotech immediately upon its request or termination of this Agreement. The provisions of this section shall survive termination or expiry of this Agreement.

14. Force Majeure.

Neither Solotech nor Client shall be liable to the other for default or delay in performing its obligations under this Agreement (other than for an obligation to pay) caused by any occurrence beyond its control, including natural phenomena such as earthquakes, floods, fires, riots, acts of terrorism, war, freight embargoes, manufacturing or supply delays, strikes, governmental orders, pandemics or epidemics or other cause (collectively, a “**Force Majeure**”). A “**Force Majeure**” does not include events that were reasonably foreseeable or were caused by the party claiming the Force Majeure. If a party is delayed or prevented from performing due to Force Majeure, such party must inform the other party in writing as soon as practicable, but in all cases within 5 days of the start of the Force Majeure. The notice must detail the nature of the Force Majeure and its expected length. Both parties’ rights and obligations shall be suspended for the duration of the Force Majeure and a new delivery schedule shall be agreed upon, in writing, between the parties.

15. Suspension and Termination.

Save as provided in Section 14, neither party shall have the right to suspend its obligations contained in this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Solotech shall have the right to suspend or terminate this Agreement in the event Client fails to make any payment when due or to comply with any of its other obligations under this Agreement. Either party may terminate this Agreement immediately if the other party is or becomes insolvent, files for bankruptcy or is under similar protection from courts of law or makes an assignment for the benefit of creditors. In case of termination, Solotech or any of its representatives shall be entitled to recover the unpaid Equipment and invoice the Client for: (i) work performed up to the termination date; (ii) any Equipment ordered for the Client for which Solotech cannot receive a full refund from its distributor or manufacturer; (iii) any unpaid amounts to which Solotech is entitled or which becomes immediately payable; (iv) total cost for the return of Equipment to Solotech’s or the manufacturer’s warehouse (including, without limitation, any costs of repossessing, reconditioning and storing the Equipment, shipping, cancellation or restocking fees and transportation costs); and (v) if applicable, travel expenses incurred by Solotech’s personnel. Termination of this Agreement shall not relieve or release a party from any rights or obligations which should by their nature survive to such termination, including payment obligations.

16. Changes or Cancellation for new Equipment only and Services.

Changes to or cancellations of orders for new Equipment prior to the delivery of Equipment or performance of Services must first be authorized by Solotech, which authorization may be refused in its sole discretion, and if so authorized by Solotech, Client shall bear any and all costs, expenses or damages incurred by Solotech, including, as applicable, the elements set out in Section 15(i) to (v). Solotech also reserves the right to charge any other cancellation fee to the Client. Notwithstanding the foregoing, customized orders cannot be changed and are not cancellable.

17. Changes or Cancellation for used Equipment only.

Client may change or cancel any order of used Equipment prior to its shipping, without any charge.

18. Return and Exchange Policy.

After its delivery, the Equipment may not be returned to or replaced by Solotech except as provided in Sections 8 or 9 or if authorized by Solotech, in its sole discretion. If so authorized by Solotech and save as provided in Sections 8 or 9, Client shall bear any and all costs, expenses or damages incurred by Solotech, including without limitation, any costs of repossessing, reconditioning and storing the Equipment, shipping, cancellation or restocking fees and transportation costs. Client retains the risk of loss in the Equipment until receipt by Solotech or the manufacturer, as applicable.

19. Assignment.

Client shall not delegate any duties nor assign any rights or claims under this Agreement without the written consent of Solotech, which consent Solotech may withhold in its sole discretion. Any assignment or delegation made without Solotech’s consent shall be null and void. Solotech may assign or delegate any of its rights or obligations under this Agreement to any of its affiliates.

20. Intellectual Property.

All documents and information, including drawings, calculations, manuals, plans and other materials prepared by Solotech or the Equipment manufacturer, and all concepts, products or processes developed by Solotech or the Equipment manufacturer, shall be and remain the property of Solotech or the Equipment manufacturer, as applicable. Each party shall remain the owner of its respective Intellectual Property and no provision contained herein is to be interpreted as a transfer of such Intellectual Property to the other party. Client undertakes not to use in any way Solotech’s name, logo, picture, brands or trademarks without Solotech’s prior written consent.

21. Notices.

Any notice required or given pursuant to this Agreement shall be sent by email, with a copy by certified mail, or delivered by recognized delivery service at the following address: 5200, rue Hochelaga, Montréal, Québec, H1V 1G3 with a copy sent by email to legal@solotech.com. Any notice to Client shall be directed to the address of Client shown on the Quote.

22. Waiver.

Failure by either party hereto to enforce any provisions of this Agreement or any rights hereunder shall in no way be considered a waiver of such provisions, rights, or in any way affect the party’s right to later enforce or exercise the same or other provisions or rights it may have under this Agreement or at law.

23. Amendments.

No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the parties.

24. Dispute Resolution.

Any and all disputes and claims between Solotech and Client related in any way to the Services, the Equipment or this Agreement shall first attempted to be resolved by the management representatives of Solotech and of the Client. If a dispute or claim cannot be resolved by the management representatives of Solotech or Client, only then such dispute or claim shall be submitted to the courts of the Province of Quebec, judicial district of Montreal.

25. Governing Law.

This Agreement and the acceptance of it shall, as provided herein, constitute a contract governed by the laws of the Province of Québec.

26. Independent Contractors.

The parties are independent contractors, and neither shall be nor shall represent itself to be the agent, joint venturer, partner or employee of the other or to be related to the other. No representation shall be made, nor act done by either party which could establish any apparent relationship of agency, joint venture, partnership or employment with the other party, and neither party shall be bound in any manner whatsoever by any agreement, guarantee or representation made by the other party to any person or by any action of the other party.

27. Client Material.

Subject to Solotech complying with Client’s instructions, if any, Solotech may display during or after the sale or completion of the Services (on its website or in other marketing communications) approved photos, videos, name of the Client’s project and/or description of Equipment used in the Client’s project for Solotech’s sole marketing and communication purposes.

28. Language.

The parties have expressly required that this Agreement and all related documents, including notices and other communications, be drawn up in English exclusively. Les parties ont expressément demandé à ce que la présente convention d’achat ainsi que tous les documents qui s’y rattachent, incluant les avis et autres communications, soient rédigés en anglais exclusivement.