

**General Sales Conditions  
of  
OMICRON electronics Canada Corp.  
251 Consumers Road, Suite #505  
Toronto, Ontario ON M2J 4R3  
(hereinafter referred to as "OMICRON")**

**1. General**

The following General Sales Conditions shall apply to all agreements, offers and deliveries entered into or made by OMICRON, and to any technical support services provided in respect to its products. No document containing terms which conflict with these General Sales Conditions, or which are otherwise inconsistent with these General Sales Conditions, shall be contractually binding on OMICRON unless such conflicting or inconsistent document is executed by an authorized representative of OMICRON.

**2. Quotations**

No communication made on behalf of OMICRON shall constitute a binding offer or contract unless that communication is in writing and executed by an authorized representative of OMICRON. All prices are FCA Toronto (Incoterms 2020) including domestic packing, but shall exclude any other costs or service charges such as charges for freight, (non-domestic) packaging, brokerage fees, duties, taxes or insurance.

**3. Delivery**

OMICRON will use commercially reasonable efforts to meet any estimated or projected delivery date but no delivery date is guaranteed or warranted. Delivery shall be FCA Toronto unless agreed otherwise between the parties in writing. OMICRON reserves the right to quote additional charges for any special routing, packing, labeling, handling or insurance requested by the customer. Prices do not include Goods & Service Tax, Provincial or Municipal sales, value-added or similar tax, which may be added to the prices as required by law.

**4. Warranty**

4.1 All products sold hereunder are covered by the following warranty:

(a) Under normal use and service of OMICRON's products, OMICRON warrants that: (i) any software which is part of the products will perform substantially in accordance with the accompanying product manual(s) for a period of 24 months from the date the customer receives such products (the "Receipt Date"); (ii) any hardware (other than hardware modules) which is part of the products will be free from defects in materials and workmanship under normal use and service for a period of 24 months from the Receipt Date; and (iii) any hardware modules which are part of the products will be free from defects in materials and workmanship under normal use and service for a period of one hundred eight-three (183) days from the Receipt Date.

(b) OMICRON's entire obligation under its warranty, and the customer's exclusive remedy shall be, at OMICRON's option, either (i) return of the price paid or (ii) repair or replacement of the products which do not meet the warranty contained in the immediately preceding paragraph, but only if such defective product and a copy of the invoice from the customer for such defective product are first returned to OMICRON.

OMICRON disclaims all other warranties, either express or implied (by statute, trade usage or otherwise), including but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to its products, technical support services provided in respect to its products, the accompanying product manuals (if any) and other written materials (if any).

4.2 The foregoing warranty does not include (i) parts which are subject to normal wear and tear, (ii) expendable items, or (iii) the replacement of any such parts or items.

4.3 The foregoing warranty shall immediately lapse, and shall exclude all related claims for warranty, if the customer or any third party (i) modifies, repairs or maintains the delivered products other than

as authorized in writing by OMICRON, (ii) modifies the technical specifications of the delivered products, (iii) otherwise alters or intervenes in the intended design of the delivered products, (iv) uses unsuitable data media, or (v) if notice of the defect is not given immediately by the customer to OMICRON. Also excluded from warranty is any product which has been subject to misuse, negligence, accident, inappropriate environment, or lack of normal maintenance or has been operated in any way other than its intended use.

#### 5. Damages

To the extent permissible by the law, it is understood and agreed that OMICRON's liability to the customer for all claims arising out of, or in any way relating to the sales of the products and services, shall be limited to direct damages and, in the aggregate, not exceed the sum of one (1) million CAD per event causing the damage and three (3) million CAD per calendar year. In no event shall OMICRON be liable for indirect or consequential damages including without limitation loss of use, loss of profits, or overhead costs (such as wages, rent, insurance, etc.) rendered futile as a result of the direct damage.

To the extent permitted by applicable law, the limitations and exclusions set forth in this paragraph 5 will apply regardless of whether liability arises from breach of contract, warranty, tort (including without limitation, negligence), by operation of law, or otherwise.

#### 6. Copyrights

The intellectual property rights in all products, software, devices and services, and in all related copyrights, patent rights, trademark rights or proprietary rights, shall be and remain OMICRON's sole and exclusive property.

#### 7. Software License

Any and all software products sold by OMICRON are subject to the General Software License Terms of OMICRON ([www.omicronenergy.com/en/legal/softwarelicenseterms/](http://www.omicronenergy.com/en/legal/softwarelicenseterms/)).

#### 8. Repair

If a product or device is being sent to OMICRON for repair, all work must be performed in the plants or certified repair centers of OMICRON, and the customer shall be obligated to deliver such product or device to such plant or repair center at the customer's own risk and expense, together with a repair order. Upon completion of the service, OMICRON shall send back the device CIP (Incoterms 2010) to the location from where it has been sent.

#### 9. Payment Terms and Delay in Payment

9.1 Within 30 days following receipt of an invoice, the customer shall pay such invoice in full, with such payment being made in immediately available funds in CAD or such other currency as may be specified by OMICRON in the applicable quotation or other signed writing from OMICRON, and delivered to the bank account determined by OMICRON.

9.2 Should the customer default in timely payment, the customer shall compensate OMICRON for all expenses incurred by OMICRON in respect to such default, plus interest thereon at the rate of eighteen percent (18%) per annum.

#### 10. Force Majeure.

Neither party shall be liable to the other party for any loss and damage in circumstances where the obligations under this Agreement cannot be performed, are delayed or hindered due to factors beyond the commercially reasonable control of the defaulting party (including, but not limited to, war, invasion, act of foreign enemy, hostilities, whether war be declared or not, civil war or strife, rebellion, strikes, lockout or other industrial dispute or actions, Acts of God, acts of government or other prevailing authorities or defaults of third parties). If the factors prevent the Agreement being fulfilled for a period of six months, then the non-defaulting party may terminate this Agreement by notice in writing and both parties agree to negotiate in good faith an equitable settlement.

#### 11. Final Provisions

11.1 All relationships between OMICRON and the customer shall be exclusively governed by the laws of the Province of Ontario (without regard to choice of law principles thereunder).

11.2 Any dispute arising from or in connection to this Agreement (including offers, orders and other contractual documentation pertaining to the sale of the products or performance of services by OMICRON), shall be exclusively and finally settled by the competent courts of Toronto, Canada.

11.3 The customer hereby consents that any data related to this Agreement, the delivery of products or the performance of services may be transmitted to other affiliates or business divisions of OMICRON as needed (i) to provide the contractual services or products, (ii) to handle the customer's affairs or (iii) for any business activities performed by OMICRON.