



GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

- 1.1. These General Terms and Conditions of Sale (the “**Terms**”) shall apply to all sales of products (the “**Products**”) or services (the “**Services**”) identified in the accompanying quotation (“**Quotation**”) entered between BSO Consultant Inc. (the “**Seller**”) and the client (the “**Purchaser**”) (collectively, the “**Parties**”, and individually, a “**Party**”) and any purchase order relating thereto to be sent by the Purchaser to the Seller (the “**Purchase Order**”) and confirmed in writing by the Seller.
- 1.2. By sending a Purchase Order to the Seller following receipt of a Quotation, the Purchaser acknowledges that it has read, understood and accepted these General Terms and Conditions of sale.
- 1.3. The contract (the “**Contract**”) will consist of the following documents, listed in the decreasing order according to which they prevail one over the other:
 - a. The Purchase Order to be sent by Purchaser to the Seller and confirmed in writing by the Seller.
 - b. The Quotation.
 - c. The present General Terms and Conditions of Sale.
- 1.4. Any deletions from, alterations or modifications or additions to the General Terms and Conditions of Sale of this order, shall not be binding unless explicitly agreed to in writing and signed by the Seller’s authorized representative.
- 1.5. For the purposes of these Terms and Conditions of sale, “**Supplier**” means a third-party manufacturer, vendor, or service provider whom the Seller sources Products for resale under this Contract.

2. QUOTATIONS

- 2.1. Quotations and prices are valid thirty (30) days from date of Quotation from

the Seller. Unless otherwise agreed by the Seller and the Purchaser.

3. PRICES AND PAYMENT

- 3.1. All prices payable by Purchaser are exclusive of any taxes, fees, custom tariffs, and duties or other amounts now existing or hereafter imposed by governmental authorities, and if same are applicable, these shall be promptly paid by the Purchaser. Purchaser shall reimburse the Seller for any late payment penalty or interest charge.
- 3.2. Payment shall be made directly to the Seller's office.
- 3.3. Payment shall be due net thirty (30) days from the date of sending relevant invoice by the Seller.
- 3.4. Any late payment shall bear interest at prime rate of the Seller's bank plus eight percent (8%) per year, calculated and due on a monthly basis. Purchaser shall also bear all reasonable collection and legal costs.
- 3.5. All prices are in Canadian Dollars.

4. DELIVERY, TITLE AND RISK

- 4.1. Delivery dates, or readiness of Product and its shipment, specified in any Quotation are approximate, unless specified as binding.
- 4.2. The Seller may deliver products in advance of the delivery schedule and in installments.
- 4.3. Delivery shall be governed by one of the following options, either clause 4.4 (DDP) or clause 4.5 (FCA), as already indicated in the Quotation.
- 4.4. Products sold hereunder shall be delivered DDP to the Purchaser's designated location. Risk of loss transfers to the Purchaser upon delivery.
- 4.5. Products sold hereunder shall be delivered FCA, Supplier's plant, as per Incoterms 2020. Purchaser shall pay all delivery and shipment costs and charges, duties, taxes and other fees required to import Products. Upon notification of readiness of Products by Supplier, Purchaser shall promptly take delivery of Products. Purchaser's delay to take delivery shall result in payment of storage, maintenance and associated charges. Such storage, handling and maintenance shall be performed at Purchaser's cost and risk. Purchaser shall have the sole responsibility of choosing the carrier and routing from Supplier's plant to the final destination. Risk of loss or damage

shall pass to the Purchaser after Supplier has loaded the Products on Purchaser's transport at Supplier's plant.

- 4.6. Title passes only upon full payment of the Products by Purchaser. Until then, The Seller retains ownership and may repossess Products in case of default. In such case, the Purchaser shall grant the Seller or its representatives reasonable access to its premisses to retrieve the Products. In any case, Purchaser must assume all risks of loss or damage upon taking possession of Products and shall maintain insurance coverage satisfactory to the Seller.

5. INSPECTION AND ACCEPTANCE

- 5.1. Testing of the Products before shipment is carried out in accordance with Suppliers' routine test procedures and at Suppliers' cost.
- 5.2. Supplier accepts inspection and witnessing of routine tests by the Purchaser. In such an event, the request shall be conveyed to BSO Consultant at time of the Purchase Order and the inspector shall be present on the date(s) as determined by the Supplier and conveyed to the Purchaser with reasonable notice. The general practice is that witnessing of routine tests is carried out on 10% of the ordered units. However, all units are routine tested.
- 5.3. All cost for visa, accommodation, transport, food and beverage is at the Purchaser's own cost.
- 5.4. As a precaution measure to secure the Purchaser's representative's health related to a pandemic as well as securing the production, the Supplier is taking measures to minimize the number of visitors to their facilities. This could include having the witnessing of the routine tests done virtually, along with, when applicable, the factory acceptance test.
- 5.5. In the event that the Purchaser is unable to attend, the Purchaser and Supplier may mutually agree on a rescheduled date. However, if the Supplier is unable to reschedule a date, it may, at its sole option, consider the witness tests or inspection waived and the Seller may invoice the Products.
- 5.6. Witnessing of tests or factory inspections by the Purchaser may result in delays of production for which the Seller will not be responsible, and which may result in additional charges and delayed scheduling to the Purchaser.
- 5.7. Products shall be inspected by the Purchaser upon possession and must inform the Seller immediately in writing of any defect or deficiencies. If the Purchaser omits to do so within thirty (30) days of possession of Products, same are deemed accepted.

6. WARRANTY

- 6.1. Supplier warrants the Products according to its own warranty policy. The Seller does not provide any warranty of its own and shall not be held liable for any defect in the Products. However, the Seller agrees to facilitate contact between the Purchaser and the relevant Supplier solely for the sole purpose of enforcing the applicable warranty provided by the applicable Supplier.
- 6.2. The Purchaser shall bear the costs of access for any remedial warranty efforts (including removal and replacement of systems, structures, or other parts of the Purchaser's facility), deinstallation, re-installation and transportation of defective products to the Supplier and back to the Purchaser.
- 6.3. The Seller shall not be responsible for any deterioration or damage resulting from use of the Products in a manner inconsistent with the Supplier's specifications, instructions, or intended purpose.

7. LIMITATION OF LIABILITY

- 7.1. The liability of the Seller, including its agents, directors, officers, Suppliers, subcontractors, employees, affiliated companies, for any and all claims arising out of or in connection with the performance or non-performance of its obligations under this Contract shall, to the extent permitted by applicable law, not exceed, in aggregate, 10% of the Contract price, provided price has been paid in full.
- 7.2. In no event shall the Seller be liable for:
- a. Any loss of profit, revenue, data, power, use, or anticipated savings.
 - b. costs of capital, downtime, replacement power, or increased operational costs.
 - c. Any special, indirect, incidental, punitive, or consequential damages of any kind, regardless of whether such damages were foreseeable, or the Seller was advised of their possibility.
 - d. Claims from third parties or customers of the Purchaser.
- 7.3. The limitations set forth in this Limitation of Liability clause shall apply and be effective with respect to any claim, cause of action, or legal theory whatsoever including, but not limited to, contract or warranty (including performance guarantees) or breach thereof, indemnity, tort (including negligence) or strict liability.

7.4. This Limitation of Liability clause shall prevail over any conflicting or inconsistent provisions contained in any documents forming part of this Contract.

8. FORCE MAJEURE

8.1. The Seller will be excused from and not be liable for any non-performance or delay of Contract if such delay of non-performance is due to any cause beyond reasonable control of the Seller, or which the Seller could not reasonably foresee or reasonably provide against, and which prevents the Seller from carrying the terms of this agreement.

8.2. This includes but is not limited to war, armed conflict, civil disturbances, riot, economic upheaval, embargo, natural disasters, explosions, pandemics, government orders or actions, labor disputes, inability to obtain necessary labour, materials, manufacturing facilities or supplies, delays of subcontractors or the Suppliers, Supplier's default that occurred as a result of tariffs, transportation disruptions, and cyberattacks.

8.3. In the event of any such delay, the Contract schedule will be extended for a minimum of time equal to the period of the delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay.

8.4. The Contract will in no event be subject to cancellation by the Purchaser, due either to delay in delivery or to any other cause, without the prior written consent of the Seller. In the case of cancellation, cancellation charges judged adequate by the Seller shall apply.

8.5. The Seller reserves the right for an equitable adjustment of prices herein to offset the effects of Force Majeure.

8.6. In the event that the continued performance of this Contract becomes excessively burdensome for the Seller due to a change in circumstances that was not reasonably foreseeable at the time of entering into the Contract and that is beyond the Seller's control, including, without limitation, significant increases in the cost of materials, components, or logistics, the Seller shall notify the Purchaser in writing without undue delay.

8.7. Upon such notice, the Parties shall promptly enter into good faith negotiations to adapt the Contract, including adjustments to the price, timeline, or other relevant terms, in order to restore the original balance of the Contract.

8.8. If the Parties are unable to reach agreement within fifteen (15) calendar days of the notice, the Seller shall be entitled to suspend performance of the affected obligations. If such suspension continues for more than sixty (60) consecutive days, either Party may terminate the Contract by written notice without incurring liability for such termination.

9. TERMINATION

9.1. In case the Contract is cancelled, in portion or in total, unilaterally by the Purchaser upon giving the Seller a written notice to this effect in the timeframes provided below, the Purchaser must reimburse the Seller for all costs and expenses associated with the termination of the Contract, in addition to the following cancellation charge:

Schedule	Cancellation Charge (% of Contract value)
0-2 weeks after receipt of order	5%
2-4 weeks after receipt of order	10%
8-14 weeks before shipment	40%
4-8 weeks before shipment	60%
2-4 weeks before shipment	75%
0-4 weeks before shipment	100%

9.2. In addition to any other remedies that the Seller may have, it may terminate the Contract upon written notice to the Purchaser, if the Purchaser : (a) fails to pay any amount due under the Contract and the failure continues for five (5) days after receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of the terms of the Contract in whole or in part (c) 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.

9.3. The Seller may terminate the Contract, at no cost of liability, if the Purchaser makes any material or substantial modification to the Quotation.

9.4. No Products may be returned without prior written approval of the Seller.

9.5. Special or custom ordered products for which a Purchase Order has been accepted by the Seller are not cancelable after final acceptance or following approval of drawings for the commencement of manufacturing.

9.6. In the event of default, including but not limited to non-payment or late payment, or the event of bankruptcy, the Purchaser shall be responsible for

all transport, storage and handling costs required to return the Products to the Supplier's originating facility, or to store them until full payment is received. The Seller reserves the right to withhold the release or shipment of any Products until full payment has been made.

10. CONFIDENTIALITY

- 10.1. All non-public, technical, commercial, trade secrets, intellectual property, product specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, product information, know-how, purchaser lists, pricing, discounts, rebates or business information exchanged is confidential.
- 10.2. The Purchaser agrees not to disclose such information without the Seller's written consent and to use it solely for the purpose of the Contract.
- 10.3. All intellectual property ("IP"), drawings, software, and documentation remain the sole property of the Seller. No license or transfer of IP is granted unless expressly agreed. The Purchaser agrees not to reverse-engineer or replicate the Products.

11. MISCELLANEOUS

- 11.1. The Contract constitutes the entire agreement between the Parties. No oral or written representation or warranty not contained in the Contract shall be binding on either Party. No modification, amendment, rescission or waiver to the Contract shall be binding on either Party unless agreed in writing by both Parties.
- 11.2. If any term, condition, covenant or provision of the Contract is found to be void or unenforceable, the remainder of the Contract shall not be affected. The Parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.
- 11.3. This Contract shall be governed by the laws of the Province of Quebec and applicable federal laws of Canada. Any dispute shall be submitted to the exclusive jurisdiction of the courts of the judicial district of Montréal, province of Quebec.
