GERRIE ELECTRIC WHOLESALE LIMITED ("Gerrie") TERMS AND CONDITIONS

1. Any quotation for product issued by Gerrie is only valid for a maximum period of thirty (30) days from the date issued excluding for Wire, Cable, and Conduit products. Quotations for Wire, Cable, and Conduit products are valid: 1) only for twenty-four (24) hours from date/time of quote; 2) only if stock is still available at time of Gerrie's receipt of purchase order; and 3) if the Wire, Cable, and Conduit products are delivered within seven (7) days of receiving the purchase order. This is due to the dynamic changes in the base price of raw materials and the volatility of supply and demand. All other product quotations and pricing are subject to change if not delivered within thirty (30) days after receipt and acceptance of the purchase order. Given the uncertainty of potential tariffs, Seller may at any time prior to shipment, upon notice to Buyer, adjust the prices for Products to address any increase in any additional or new tariff, duty, or similar tax affecting the Products. To be binding on Gerrie, quotations must be in writing. No verbal quotations are valid. The quotation and any ensuing Purchase Order/Agreement arising (the "Order") is subject to these terms and conditions and to credit approval of the purchaser by Gerrie. The Quotation is an offer for the purchaser to buy on the terms set out therein and herein ("T&Cs"). Acceptance of a quotation must be made in writing within the required time frame. In the event the purchaser's purchase order, acceptance or other written communication includes terms additional to or different from the quotation or these T&Cs, those additional or different terms shall be of no force and effect and the quotation with these T&Cs shall prevail.

2. Quotation prices are based on quantities and/or scope shown and are subject to change if the quantity or scope changes. Pricing quoted for goods ("Goods") are F.O.B. point of shipment with transportation charges extra, unless otherwise stipulated. Goods shown in stock, prior to a purchase order being awarded, is subject to prior sale. The Quotation is based on Gerrie's interpretation of the available information at the time of the quotation and it is the responsibility of the purchaser (including their engineering department) to approve and ensure accuracy and completeness and suitability for its purposes before acceptance. Errors and omissions of stenographic or clerical nature are expected and are subject to correction.

3. Unless otherwise noted, all fixture prices are less lamps, unless otherwise specified. All returnable reels and spools typically will be billed on the same invoice as the material wound thereon, as a separate item. Returnable reels and spools are to be returned prepaid. Credit in full will be given for reels and spools received by Gerrie in good condition.

4. No cancellation, modification, amendment, extension, renewal, rescission, discharge, abandonment, waiver or other change or alteration to the Order shall be valid, enforceable, or binding on Gerrie unless agreed to in writing by both Gerrie and the purchaser. Prior courses of dealing, usage of the trade, and verbal agreements not reduced to writing and signed by Gerrie, to the extent that they modify, add to, or detract from the Order and these T&Cs, shall not be binding on Gerrie.

5. Shipping or delivery dates for Goods and performance dates for services ("Services") are approximate only and are based upon conditions existing at the time of the Order and prompt receipt by Gerrie of all necessary information and purchaser's prompt performance of its obligations in respect thereof. Purchaser agrees that Gerrie shall not be responsible or liable for any damages, including but not limited to, direct, indirect, special or consequential damages, arising from any delay in delivery of Goods or performance of Services, or any failure to deliver Goods in quantities and at times specified. In such cases, Gerrie reserves the right to terminate the Order or to reschedule delivery within a reasonable time, and purchaser agrees that such termination or rescheduling shall not be considered a breach of the Order. In no event shall Gerrie be liable for incidental or consequential damages resulting from failure to meet requested delivery schedules.

6. Purchaser shall inspect each shipment of Goods upon receipt and any claims relating to shortage, damage or other non-conformance of the Goods to the Order must be made in writing to Gerrie and the delivering carrier within 24 hours of receipt of Goods. Gerrie reserves the right to cure any shipment of nonconforming Goods. At the option of Gerrie, purchaser's remedies for nonconforming Goods shall be limited to the repair or replacement of the nonconforming Goods, and if repair or replacement is not possible, return of the nonconforming Goods and repayment of any portion of the purchase price paid. Services shall be deemed accepted upon completion of Services. Purchaser's revocation of acceptance of Services, if any, must be made in writing within fifteen (15) business days after completion of the Services. The writing must specify purchaser's reason for revocation of acceptance. The terms of this section do not limit or affect purchaser's rights or Gerrie's warranty obligations specified hereunder.

7. All returns must be made within 90 days of shipment date, in resellable condition, original packaging and factory sealed where applicable. No Goods are to be returned without written authorization from Gerrie and then only in accordance with the terms and conditions specified by Gerrie. Goods which are authorized for return are subject to inspection, approval and restocking charges for both stock and non stock products and are as per manufacturer/vendor policies.

8. If the purchaser delays in authorizing the release of Goods for shipment, then (a) payment shall become due as if the shipment had been made on the shipment date set forth in the Order to; and (b) all handling and storage charges incurred before the Goods are authorized for release, shall be for the purchaser's account.

9. No cancellation or returns for Engineered To Order, custom products, or cut wire allowed.

10. Cancellation or suspension by purchaser of Services with less than 48 hours prior written notice before the scheduled time of Service shall be subject to a cancellation charge of $600.00/planned day plus any additional indirect or direct costs incurred by Gerrie in good faith reliance upon the initial order. Cancellation of training services shall be subject to Gerrie's or its supplier's standard and customary cancellation fees. A copy of these fees is provided at the time of the submission of the proposal. Purchaser may substitute participants in lieu of cancelling at any time up to the start of training for no charge. In the event Purchaser cancels project and solutions business that involves project management, technical drawings, design work and/or technical documentation, purchaser shall be charged for the actual costs incurred prior to receipt of the notice of termination (including labour cost) for the project or solution, in an amount not to exceed the original quoted value for the Services.

11. The cancellation charges listed above are in addition to, and not in lieu of, any other rights and remedies Gerrie may have at law, or in equity. Gerrie shall not be limited from pursuing any such remedies. Cancellation and/or termination by purchaser shall not relieve it from paying all costs incurred by Gerrie in good faith reliance upon the Order, including, but not limited to, the costs of any third-party materials, products, or services purchased by Gerrie to fulfill its obligations hereunder. Gerrie shall be entitled for reimbursement for the price in the Order for all Goods assembled and Services performed prior to the termination as well as an allowance for reasonable overhead and profit on the not yet completed portion of the Order. Gerrie shall also be entitled to retain any and all payments and/or deposits received by it from purchaser under this Agreement in the event of a cancellation/termination and shall be entitled to retain copies of all data, information, and documents received hereunder, regardless of form and whether or not modified or merged into other information or materials.

12. Only manufacturers' warranties apply to Goods. If Gerrie is required to provide any services at purchaser's site relating to an alleged warranty claim, all travel and labour costs to and from the site shall be paid by the purchaser based on Gerrie's then current rates. In the event it is subsequently determined that it is not a warranty issue, all applicable charges will be applied. With respect to Services, Gerrie warrants that for a period of ninety (90) days from time of completion of Services, Services will conform to the specifications set forth in the Order and that Services will be performed in a professional and workmanlike manner in accordance with all applicable laws and regulations. Purchaser acknowledges that repairs performed by purchaser or others are not warranted by Gerrie or it's manufacturer or supplier. Gerrie or its manufacturer/supplier shall re-perform, at their sole cost and expense, any Services which do not comply with the applicable warranties specified hereof. GERRIE'S EXPRESS WARRANTIES SET OUT HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, AND GERRIE HEREBY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER AGREES THAT MODELS OR SAMPLES SHOWN, IF ANY, WERE USED MERELY TO ILLUSTRATE THE GOODS AND NOT TO REPRESENT, PROMISE, OR GUARANTEE THAT ANY GOODS DELIVERED HEREUNDER WOULD CONFORM TO SUCH MODELS OR SAMPLES. GERRIE'S AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS LIMITED EXPRESSWARRANTY.

13. MANUFACTURER'S WARRANTY RIGHTS OR GERRIE'S OPTION TO RE-PERFORM SERVICES IS BUYER'S EXCLUSIVE REMEDY AGAINST GERRIE OR ITS SUPPLIERS WHETHER SUCH REMEDY ARISES OUT OF PURCHASER'S CLAIM FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR ANY OTHER CLAIM WITH RESPECT TO THE GOODS AND SERVICES AND GERRIE OR ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS; CONTRIBUTION OR INDEMNITY IN RESPECT OF ANY CLAIM AGAINST THE PURCHASER; LOSS OF USE OF EQUIPMENT OR SYSTEM; INCREASED EXPENSE OF OPERATION, OVERHEAD OR PRODUCTION; INCREASED COSTS OF POWER SUPPLY; LOSS OF USE OF CAPITAL; LOSS OF OTHER CONTRACTS; THIRD PARTY CLAIMS AGAINST THE PURCHASER BY SUBCONTRACTORS, SUPPLIERS OR OTHERS; COST OF PURCHASED OR LEASED REPLACEMENT EQUIPMENT, SYSTEMS OR POWER), WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF GERRIE OR ITS SUPPLIERS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY GERRIE OR ITS SUPPLIERS. THE PARTIES AGREE THAT CONSEQUENTIAL DAMAGES FOR PURPOSES OF THIS AGREEMENT REPRESENT ANY DAMAGES OTHER THAN THE COST TO REPAIR, REPLACE OR REFUND THE PURCHASE PRICE OF THE GOODS OR SERVICES WITH RESPECT TO WHICH THE LOSS OCCURRED.

14. Services to be provided to purchaser will confirm to the specifications set forth in the Order for the warranty period set out above, however, Gerrie shall not be obligated to perform Services as a result of malfunctions of the Goods caused by: (a) the deliberate or negligent acts of persons other than the Gerrie; (b) inadequate facilities of purchaser; (c) systems or equipment outside Gerrie's control (such as those provided by vendors of utilities), and (d) modifications to the Goods made by a party other than Gerrie. Gerrie shall have the right to make any changes to the Services that are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Gerrie shall notify the purchaser in any such event. Purchaser shall provide Gerrie with reasonable access to its premises as necessary for Gerrie to perform the Services. At all times Gerrie's personnel will comply with purchaser's safety and security precautions, procedures, and guidelines. Gerrie will provide Services in a manner as to minimize interference with purchaser's operations. Purchaser shall cooperate with the Gerrie in all matters relating to the Services and provide the Gerrie with such information and materials as the Gerrie may reasonably require to supply the Services, and ensure that such information is accurate in all material respects. Gerrie shall have the right to rely on information and materials provided by purchaser and Gerrie shall not be liable for Services performed, provided that such Services are provided in accordance with purchaser's specifications. Purchaser shall obtain and maintain all necessary licenses, permissions and consents which may be required for the Services to be performed prior to the date on which the Services are to start, and keep and maintain all materials, equipment, documents and other property of the Gerrie ("Gerrie Materials") at the purchaser's premises in safe custody at its own risk, and in good condition until returned to the Gerrie, and not dispose of or use the Gerrie Materials other than in accordance with the Gerrie's written instructions or authorization.

15. In the event ambiguities, discrepancies, or express conflicts exist between the specifications and any other item purporting to describe or define the Goods or Services, including but not limited to drawings, photographs, models or other documentation, the specifications shall control unless otherwise agreed to in writing by Gerrie. Purchaser agrees that Gerrie shall have no responsibility to identify or notify purchaser of any such ambiguity, discrepancy, or conflict. Gerrie reserves the right to amend the specification of the Goods or Services if required by any applicable statutory or regulatory requirements.

16. Orders that include the purchase of information technology services, software, hardware, cloud-based services, services related to the industrial internet of things and related electronic services or products shall, in addition to these T+Cs, also be governed by additional particular terms and conditions specific to those services which shall be provided therewith.

17. IN NO EVENT SHALL GERRIE'S OR ITS SUPPLIERS LIABILITY TO PURCHASER OR ANY OTHER PERSON ARISING OUT OF OR IN CONNECTION WITH THE PROVISION BY GERRIE OR ITS SUPPLIERS OF ANY GOODS OR SERVICES (ON A PER ALL OCCURRENCES BASIS) EXCEED, IN THE AGGREGATE, THE LESSER OF (I) THE TOTAL AMOUNT PAID BY PURCHASER TO GERRIE FOR THE PARTICULAR GOODS AND/OR SERVICES WITH RESPECT TO WHICH SUCH LIABILITY RELATES; AND (II) $500,000.00, WHETHER SUCH LIABILITY IS BASED ON AN ACTION IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. GERRIE OR ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES CLAIMED BY PURCHASER BASED UPON ANY THIRD-PARTY CLAIM. NO ACTION ARISING OUT OF OR IN CONNECTION WITH THE QUOTATION OR ENSUING ORDER OR ANY OF THE GOODS OR SERVICES PROVIDED HEREUNDER MAY BE BROUGHT BY PURCHASER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, EXCEPT THAT AN ACTION FOR NONPAYMENT OF ANY MONIES DUE GERRIE HEREUNDER MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF THE INVOICE.

18. Invoiced amounts shall be paid within 30 days of the date of the invoice (the "Due Date"). Order terms may be altered pending adjustments implemented by the Manufacturer at time of Order. Interest on any unpaid invoiced amounts shall be charged from the Due Date to the date of payment at 1.5% per month (18% per year) (the "Overdue Rate"). Any goods, services, sales, revenue, excise or other taxes imposed or increased by any present or future law on the provision of the Goods and/or Services shall be for the account of the purchaser, unless the purchaser furnishes Gerrie with tax exemption certificates in a form acceptable to the relevant taxing authorities in lieu of payment of such taxes. If, after being advised by the purchaser that the purchase is tax exempt, the relevant taxing authority denies the tax exemption status, the purchaser agrees to pay to Gerrie immediately all applicable taxes, penalties and any consequential damages suffered by Gerrie.

19. Title to the Goods is reserved to Gerrie and does not pass to the purchaser until payment of all invoiced amounts (and any interest thereon) is made in full. The parties acknowledge that Gerrie's interest in the Goods is a security interest within the meaning of the Personal Property Security Act (Ontario), as amended or replaced from time to time (the "Act"), and that the Order is a security agreement within the meaning of the said Act. The parties acknowledge that they have not agreed to postpone the time for attachment of such security interest.

20. All Intellectual Property Rights in or arising out of or in connection with an Order and/or the Services are reserved to and by Gerrie. Intellectual Property Rights: means patents, inventions, copyright and related rights, trademarks, trade names, business and domain names, goodwill, designs, database rights, processes, know-how, trade secrets, computer technical expertise, general product and process expertise, software and other intellectual property independently developed, provided, owned, licensed and/or controlled by Gerrie and any improvements thereto which are used, improved, modified, or further developed by Gerrie during its performance of an Order, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and right to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, shall be and remain the property of Gerrie.

21. Purchaser is solely responsible for compliance with all applicable import and export control laws, in any jurisdiction, relating to the Goods and Services. purchaser shall undertake all necessary actions to comply with such laws, including, but not limited to, processing of all necessary customs procedures, payment of import/export duties and import/export taxes, completion and maintenance of documentation and provision of accurate information to all customs authorities. Purchaser shall indemnify and hold harmless Gerrie against all damages, costs, expenses and attorney's fees arising from or alleged to arise from any violation, alleged violation, or failure to comply with, the terms of this provision by purchaser or any person for whom purchaser may be responsible.

22. If Gerrie is responsible for obtaining any required licenses, such obligation is expressly subject to the reservation that there are no impediments to obtaining such licenses due to governmental regulations. Purchaser shall provide Gerrie with all information and documentation required for the export/import/shipment of Goods and provision of Services. If a necessary license is not granted, through no fault of the Gerrie, the Order with regard to the applicable Goods and/or Services shall be rendered null and void and purchaser shall indemnify, release, waive, and hold harmless Gerrie from any and all liability related thereto.

23. The occurrence of any one of the following events shall constitute a default (a "Default") under the Order: (a) the purchaser fails to pay any invoiced amount on its Due Date; (b) the purchaser fails to perform or observe any other covenant, condition or agreement to be performed or observed by the Purchaser hereunder; (c) any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or any other proceedings for the relief of debtors are instituted by or against the purchaser; (d) a trustee, receiver or receiver and manager is appointed for the purchaser or for part or all of the property of the purchaser; (e) the Goods become subject to any lien, levy or attachment (except for any lien, levy or attachment relating to Gerrie); or (f) any of the Goods, in the opinion of Gerrie, are stolen or are in danger of being confiscated or attached. Upon the occurrence of a Default described above, Gerrie may, at its option, terminate the Order, with or without notice to the purchaser. Without limiting the foregoing, any collection or attempted collection of the Goods by or on behalf of Gerrie shall be deemed to be notice to the purchaser of termination. Gerrie shall also have the right to suspend performance of any Services until purchaser remedies such purchaser Default, and to rely on the purchaser Default to relieve it from the performance of any of its obligations to the extent the purchaser Default prevents or delays Gerrie's performance of any of its obligations.

24. Upon termination of an Order due to the occurrence of a Default, Gerrie shall be entitled to all of the rights and remedies of a secured party under the Act, and in addition shall be entitled to: (a) enter upon the premises where the Goods are located and take possession of and remove the Goods, whether affixed to real or immoveable property, or to other equipment, or not, without liability to the Purchaser for any damage to such premises caused by the taking of possession and removal of the Goods. The purchaser hereby authorizes Gerrie to enter the purchaser's premises to seize, repossess, and remove the Goods at any time without prior notice and without legal process and, for such purpose, the purchaser hereby covenants and agrees to protect, indemnify and save harmless Gerrie from all claims, demands, actions, causes of action, injury, abuse and costs of every kind arising out of Gerrie's enforcement of its remedies. The purchaser acknowledges and agrees that Gerrie shall not be liable or responsible for any damages or losses suffered by the purchaser as a result of Gerrie's exercising its rights to take possession of and remove the Goods, whether such damages are direct or indirect, special or consequential, and whether or not caused by the negligence of Gerrie, including, without limitation, any damages or losses suffered by the purchaser due to Gerrie removing the Goods from within other equipment; (b) recover from the purchaser such portion of the invoiced amount as is in arrears, together with interest, and all solicitor and client legal fees and disbursements and other expenses incurred by Gerrie in attempting to enforce the Order or to recover damages for the breach hereof; and
(c) sell the Goods. Interest shall be payable by the purchaser to Gerrie at the Overdue Rate on all arrears of the invoiced amounts and is secured hereby.

25. Sections 10 through 32 and any other clause as the context implies, shall survive the termination or expiration of an Order.

26. The purchaser agrees that they will not at any time during the term of the Agreement and for a period of one year thereafter, interfere with or endeavor to entice away from Gerrie any employee of Gerrie with whom such purchaser had dealings in the course of performance of an Order. If purchaser engages in such behavior contrary to the provisions of this section, the Gerrie may apply for or have an injunction restraining a breach or threatened breach of the covenants contained herein.

27. Purchaser agrees that Gerrie's forbearance, delay or failure to exercise any right or remedy hereunder shall not constitute a waiver of such right or remedy and that Gerrie's exercise or partial exercise of any right or remedy shall not preclude further exercise of such right or remedy or any other right or remedy. Purchaser agrees that the invalidity or unenforceability of any of the clauses or terms herein shall not affect the validity or enforceability of any other clauses or terms hereof.

28. The parties agree to treat the Quotation and Order as confidential and shall not disclose the existence or substance hereof to any third party. If in connection with the provision of Goods or Services hereunder a party (each one a "Recipient" as applicable to this provision) becomes aware of or receives any confidential information of the other party (each one a "Discloser" as applicable to this provision), Recipient agrees not to disclose such information to any third party or to make use of such information, except to the extent necessary to perform hereunder or as required by law. Upon Discloser's request, Recipient shall promptly return to Discloser all Confidential Information in tangible form but shall be allowed to keep one copy in its confidential files solely for compliance and audit purposes and shall not be required to delete back-up archival electronic data. The parties agree that any disclosure or use of the other party's Confidential Information, except as otherwise authorized herein or by Discloser in writing, would be wrongful and cause immediate and irreparable injury to Discloser. Recipient agrees to immediately notify Discloser of any unauthorized disclosure or use of any Discloser's Confidential Information of which Recipient becomes aware. This clause shall survive termination of this Agreement.

29. In performing its obligations to purchaser, hereunder, Gerrie is acting as an independent contractor and neither party is an agent or representative of the other. Neither party is authorized to make any representations or assume or create any obligations on behalf of the other.

30. Neither party shall be held liable hereunder for failure to perform pursuant to its obligations hereunder when such failure is hindered or prevented by conditions reasonably beyond its control, including, but not limited to, acts of God, fire, flood, other weather conditions, pandemic, war, embargo, explosions, riots, laws, rules, regulations, acts of violence, rebellion, acts of terrorism, strike or orders of any governmental authority.

31. Any dispute or claim arising out of or in connection with an Order or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ontario, Canada. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods, or any amendments thereto, shall not apply. Each party irrevocably agrees that the courts of Ontario, Canada having jurisdiction in Ontario, Canada shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Order or its subject matter or formation (including non-contractual disputes or claims).

32. This Agreement may not be assigned by either party to any third party without the prior written consent of the other party hereto; provided, however, that a party may assign its rights and obligations hereunder by written notice to the other party to a successor or transferee (whether by merger, consolidation, purchase or otherwise) of either (i) all or substantially all of the assets of the assignor, or (ii) all or substantially all of the assets of the business to which it pertains; and provided such party is not a competitor of the non-assignor. Any purported assignment in violation of the preceding shall be void. Any permitted assignee shall assume all obligations of its assignor under this Agreement. No assignment shall relieve a party of responsibility for the performance of any obligation which accrued prior to the effective date of such assignment.

33. The parties acknowledge that they have required that the agreement evidenced hereby be drawn up in English. Les parties reconnaissent avoir exigé la rédaction en anglais du Contrat. In the event of a conflict between the English and other language versions, the English version will prevail.