

STANDARD TERMS AND CONDITIONS OF SALE

1. **Acceptance and Cancellation of Orders.** Any contract for the sale of goods made between Buyer and Seller may be cancelled by Buyer only upon the advance written consent of Seller (which it may withhold in its sole discretion). As a condition to receiving Seller's written consent, Buyer shall pay all reasonable cancellation and restocking charges incurred by Seller's due to Buyer's cancellation of the order.
2. **Delivery.** All prices quoted and goods shipped are F.O.B. Seller's place of shipment. Title to the risk of loss of all goods shall pass to Buyer. Unless expressly provided otherwise on the front of this Contract. Buyer shall pay all freight, handling, deliver, and insurance charges assessed by Seller for the shipment of goods. Seller may refuse or delay any shipments if Buyer fails to satisfy or fulfill any contractual obligations to Seller, whether pursuant to this Contract or any other contact between Seller and Buyer. Seller may deliver all goods covered by this Contract at one time or in portions, from time to time, within the time for delivery provided in the other.
3. **Force Majeure.** Seller is excused from performance of any obligations and shall not be liable for delays in delivery or for failure to perform if its failure or delay of performance is caused by events or conditions beyond seller's reasonable control, including without limitation, acts of God, acts of the public enemy, quarantine restrictions, expropriation or confiscation of facilities, compliance with any order of any governmental authority, industrial disturbances, blockades, insurrections, arrest and restraint of people or rulers, civil disturbances, boycotts, acts or omissions of Buyer or civil or military authorities, fire, strike, lock outs, landslide, lightning, wash outs, tornadoes, hurricanes, windstorms, explosions, epidemic, flood, storm, earthquake, riot, war, breakage or accident of machinery or equipment, delays in transportation, or inability to obtain necessary labor, materials, or supplies. In the event of any delay, the contractual date of delivery, if any, shall be extended for a period equal to the time lost as consequence of the delay without penalty to Seller.
4. **Payment Terms.** a) Buyer shall pay for the goods in full, without offset or deduction, within the time frame and in the manner set forth on the invoice. For those sales that do not require payment in advance of or upon delivery, if payment is received by Seller within the period set forth on this invoice, Buyer shall pay to Seller, on demand, a late payment charge of 2% per month of the unpaid balance or the maximum rate of interest allowed by law, whichever is less. Time is of the essence with respect to Buyer's obligation to pay all invoices in full in a timely manner. B) All checks are accepted subject to collection. Seller may offset against any payment hereunder any amount owed to Seller by Buyer, whether under this or any other contract between Buyer and Seller. Acceptance of any partial payment shall not constitute waiver of Seller's right to payment in full of all amounts owing from Buyer to Seller.
5. **Limited Warranty.** Subject to Section 6, Seller warrants that it has title to the goods and that the goods generally conform to the descriptions, if any, on the invoice. The foregoing warranties are seller's exclusive warranties and the goods sold under this agreement are sold "AS IS" and "WITH ALL FAULTS." Except as otherwise expressly provided herein, seller makes no representation or warranty of any kind, either express or implied, as to any matter whatsoever relating to the goods, including without limitation the design and condition of the goods or their quality, capacity, suitability, construction, performance, merchantability, or fitness for any particular purpose. Buyer acknowledges that Seller is acting solely as a third party distributor of the goods covered by this

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Invoice and that the licensor or the manufacturer of the goods shall be solely responsible to Seller and third parties for all liability, claims, damages, obligations, and costs and expenses related to the goods distributed by Seller. Buyer agrees to look solely to the manufacturer for compliance with the manufacturer's warranty and for the maintenance, support or repair of the goods. Seller assigns to Buyer any warranty delivered to Seller by a manufacturer or other vendor to the extent the assignment is permitted by the terms thereof. Seller makes no representation, covenant, or warranty with respect to the extent or enforceability of the manufacturer's warranty. No repair or replacement of goods by Seller or manufacturer shall extend the warranty period of the manufacturer. Seller neither assumes nor authorizes Buyer or any other person to assume on behalf of Seller any other liabilities in connection with the use, sale, or resale of the goods.

6. **Limitation of Liability.** a) Within 10 days after receipt of each shipment of goods, Buyer shall have the right to examine and test the goods to determine if there is any damage, defect, or shortage. All claims for any damage, defect, or shortage, or for any cause whatsoever (whether the claim is based in contract, negligence, strict liability, other tort, or otherwise) shall be deemed waived unless made in writing and received by Seller within 30 days after Buyer's receipt of the goods, or, if the claim is for non delivery of goods, within 30 days after the date the goods were to be delivered. Provided, however, that any claim not reasonably discoverable within that 30 day period (including a claim discoverable only in processing, further manufacture, other use, or resale) must be made in writing and received by Seller within 60 days after Buyer's receipt of the goods, or within 30 days after Buyer learns of the facts giving rise to the claim, whichever occurs first. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of the claim regardless of whether the facts giving rise to the claim shall have then been discovered or whether processing, further manufacture, other use, or resale of goods shall have then taken place. B) BUYER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES AND SELLER'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CLAIM WHATSOEVER (WHETHER THE CLAIM IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS IN RESPECT TO WHICH THE CLAIM ARISES OR, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF THE GOOD, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY CLAIM (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS LOSSES, DAMAGE TO PROPERTY, OR ANY LIABILITY OF BUYER TO ITS CUSTOMERS OR THIRD PARTIES). In no event is seller liable to Buyer or any third party for any liability, claims, obligations, damages, costs, or expenses, including without limitation, any direct indirect, special incidental, or consequential damages (including lost profits, business losses, personal property damage, personal injury, and death) arising out of or relating to the sale of goods by Seller to Buyer or any related services provided to Buyer. Seller is not liable for, and buyer assumes full liability for, personal injury and property damage connected with the handling, transportation, possession, processing, repackaging, further manufacture, or other use of resale of goods, whether the goods are used along or in combination with any other material.

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7. **Counterfeit Product Prevention Clause.** PV-Tron will maintain a comprehensive program to verify the manufacturer authenticity of the products that we sell so that our customers can be confident in product origin, warranty coverage, and support services. In addition, we have appropriate controls in place to prevent the release of unapproved and suspect unapproved parts. Only products originally shipped from PV-Tron will be returned. All others will be promptly quarantined and disposed of or returned to Customer. Customer certifies that the products were purchased from PV-Tron and there has been no substitution in whole or part of same product from another supplier, distributor or other such source of product. The return should be in the original packaging, in unused condition (except defective). Electrostatic sensitive (ESD) products should not be opened except under controlled conditions. In addition, Customer hereby also waives any right to indemnification from PV-Tron against any such claim made against Customer by a third party.
8. **Returns.** Buyer may return to Seller any goods that are damaged or defective solely by obtaining a Return Material Authorization (“RMA”) from Seller within 30 days of receipt of the goods. Buyer must return to Seller the damaged or defective goods within the period set forth in the RMA. The RMA number must be listed on all packaging containing goods returned to Seller. If Buyer does not request from Seller an RMA within 30 days of receiving the goods to be returned, or requests an RMA for goods that are not damaged or defective, Seller may, at its sole discretion, refuse to issue an RMA for return of the goods or may require that Buyer pay to Seller a reasonable restocking fee as a condition of issuing to Buyer the RMA.
9. **Taxes.** Seller’s prices do not include taxes. Accordingly, Buyer shall pay, in addition to prices specified by Seller, all local, state, and federal taxes, including all sales, use, excise, or other similar tax, payable with respect to the goods or the transactions contemplated herein, or, alternatively, provide Seller with tax exemption certificates acceptable to the applicable taxing authorities.
10. **Installation.** Buyer is solely responsible for the installation and operation of the goods including without limitation, obtaining all permits, licenses, or certificates required for the installation or use of the goods.
11. **Use of goods.** The Buyer acknowledges that we act solely as a distributor of electronic products and that the Buyer is exclusively responsible for detailing the specification of all the goods ordered from us, for ascertaining the use to which they will be put, and for determining their ability to function for that purpose. Accordingly (and without limiting the generality of the previous condition) we have no liability arising out of any advice given by us to the Buyer relating to its requirements in respect of any goods.
12. **Integration and Assignment.** This Contract records the final, complete, and exclusive agreement between the parties with regard to the subjects addressed in it and supersedes any and all prior or contemporaneous oral or written agreements between them regarding the same. No Course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determining the meaning of this Contract even though the accepting or acquiescing party had knowledge of the nature of performance and opportunity for objection. An amendment or modification of this Contract will be valid and effective only if it is in

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writing and signed by both Buyer and Seller. Any assignment by Buyer of this Contract or any rights in it, without Seller's advance written consent, shall be void.

13. **Buyer's Terms and Conditions.** Goods furnished and services rendered by Seller to Buyer are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions on any documents of Buyer, the information and conditions on this document of Buyer, the information and conditions on this document are controlling over Buyer and Seller. Any different or additional terms or conditions contained on Buyer's purchase order, invoice, confirmation, or any other Buyer generated document are specifically objected to by Seller. Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's terms and conditions contained in this Contract. Commencement of performance or delivery shall be for Buyer's convenience only and shall not constitute acceptance by Seller of Buyer's terms and conditions. If a contract is not earlier formed by mutual agreement between Buyer and Seller, acceptance of any goods or services by Buyer shall constitute acceptance by Buyer of the terms and conditions stated herein.
14. **Confidentiality:** Clients or suppliers relating to Products/Services bought from Seller, unless otherwise agreed and must not disclose the terms of the parties' contract to any third party.
15. **Privacy, data protection:** PV-Tron Privacy Policy is incorporated herein by reference. Customers can review the Policy & Security measures on our website, www.pvtron.com.
16. **General.** All agreements, covenants, conditions and provisions contained herein shall apply to and bind the assignees and successors in interest of Buyer. If any provision of this Contract is held to be invalid, illegal, unconscionable, or unenforceable, that provision will be considered separable from the remaining provisions of this Contract. Will be reformed and enforced to the extent that it is valid and lawful, and will not affect the validity, legality, or enforceability of any other provision of this Contract. The Captions used herein are for the convenience of the parties only and shall not affect the constructions or interpretation hereof. Nothing in this Contract, whether express or implied, is intended or should be construed to confer upon, or grant to, any person except Buyer and Seller, any claim, right, or remedy under it.
17. **Governing law and place of jurisdiction.** Buyer agrees to comply with all relevant export and trade control laws, regulations, or requirements of Canada. These conditions and the contract and all matters pertaining thereto shall be governed by Canadian Federal laws and the regulations at the Canadian Border.

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