

BLICKLE CANADA – TERMS AND CONDITIONS of SALE

These Terms and Conditions of Sale ("Terms and Conditions") are applicable to sales from Blickle Canada Inc., 265 Avenue Liberté, Candiac, Québec J5R 3X8, Canada ("Blickle Canada") to any customer ("Customer") regarding the supply of goods ("Contract"). The Customer is aware that Blickle Canada sells exclusively to entrepreneurs and makes no sales to private individuals.

Blickle Canada hereby objects to and rejects any deviating terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acknowledgement, acceptance or other document. Blickle Canada's omission to object to any provision contained in any document or communication from the Customer shall not be considered a waiver of these Terms and Conditions. This refers to all negotiations, proposals, representations, quotations, or agreements, if any, written or oral, regarding the sale of any goods.

1. OFFERS, ORDERS, DOCUMENTS, DELIVERY

(a) No offers made by Blickle Canada are binding. Orders by the Customer are binding. Blickle Canada is bound only by its written order confirmation.

(b) Technical data in brochures, catalogues, printed matter, advertisements, circulars and price lists represent the status at the time of printing and are approximations. The documentation comprised by the offer does not constitute a warranty of quality or of durability, but merely serves to present a general idea of the goods described therein, and may not be passed to third parties.

(c) All shipping and delivery dates are estimates and based upon prompt receipt of all necessary information from the Customer. Delays in securing the Customer's approval of necessary specifications or samples of goods and materials shall, if Blickle Canada so chooses, extend the delivery date. Blickle Canada shall not be liable for any claim, loss, expense, or damage of any kind whatsoever for delays in delivery.

2. PRICES

Except where expressly stated otherwise, all prices on the price list or contained in offers shall be exclusive of value added tax and in Canadian dollars, EXW Blickle Canada's warehouse (according to the Incoterms 2020). If the Customer requests delivery by Blickle Canada, additional fees shall apply. Prices and goods are subject to change without prior notice.

3. SMALL ORDER SURCHARGE, SPECIAL DESIGN QUANTITY DEVIATIONS

(a) For orders of up to \$ 50.00, Blickle Canada shall charge a processing fee of \$ 10.00.

(b) In the case of special designs, deviations of up to +/- 10% in the total delivery quantity are permitted with a corresponding adjustment to the total purchase price.

4. PAYMENT

(a) Invoices are payable within 30 days of receipt of the invoice unless other terms have been agreed upon in writing between the parties. In case of payment default, the invoice amount shall be subject to an interest rate of 1.2% per month (15.39% per year).

(b) The Customer shall reimburse Blickle Canada for fees incurred, including reasonable legal fees, should Blickle Canada be required to undertake legal proceedings to recover any amounts owing.

5. MEANS OF PRODUCTION

(a) If Blickle Canada uses production equipment provided by the Customer (tools, models, moulds, templates, samples, etc.), Blickle Canada undertakes to carry out the necessary repair and maintenance measures. Unless otherwise agreed, the Customer shall bear the corresponding costs incurred. Unless expressly agreed otherwise, production equipment manufactured by Blickle Canada shall remain Blickle Canada's property, irrespective of whether the Customer has paid (pro rata) production costs. Blickle Canada is entitled to use means of production at its own discretion.

(b) Blickle Canada shall be entitled to rights of retention with regard to the surrender of (provided) means of production until the Customer has fully complied with its contractual

and statutory obligations towards Blickle Canada and there are no longer any obligations on Blickle Canada's part towards the Customer for which the use of the means of production could become necessary (in particular potential obligations to remedy defects) or the defence of limitation can be asserted by Blickle Canada to prevent claims.

6. RESERVATION OF TITLE

Blickle Canada reserves the title to the delivered goods („Reserved Goods“) until the purchase price has been paid. In the case of a permanent business relationship, ownership shall not pass to the Customer until all of Blickle Canada's claims against the Customer arising from the business relationship have been settled. Any processing shall be carried out by the Customer for Blickle Canada. If the Reserved Goods are processed with other items not belonging to the Customer, Blickle Canada shall acquire co-ownership of the new item in the ratio of the value of the Reserved Goods (invoice amount) to the other processed items at the time of processing. If the Reserved Goods are combined or inseparably mixed with other items not belonging to Blickle Canada, Blickle Canada shall acquire co-ownership of the new item in the ratio of the value of the Reserved Goods (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing. If the combination or mixing is carried out in a way that one of the Customer's items is to be regarded as the main item, it is agreed that the Customer hereby transfers to Blickle Canada co-ownership of the new item in the ratio of the value of the Reserved Goods (invoice amount) to the other combined or mixed items at the time of combination or mixing. Blickle Canada accepts the transfer of ownership. The Customer may sell the Reserved Goods in the ordinary course of business. Any other dispositions are prohibited. The Customer assigns to Blickle Canada in advance the claims to which the Customer will be entitled from the resale of the Reserved Goods, regardless of whether such goods have been further processed, combined, mixed or not, in the invoice amount of the Reserved Goods. The Customer is revocably entitled to collect the assigned claims. Blickle Canada's right to collect the claims remains

unaffected. Blickle Canada will not collect the claims itself and will not revoke the collection authorization as long as the Customer fulfils its payment obligations and is not in default of payment. For justified reasons, the Customer must notify its debtors of the assignment and provide Blickle Canada with the information and documents required to assert its rights. Without undue delay, the Customer must inform Blickle Canada about any impending or completed third parties access to the Reserved Goods or to the assigned claims. Insofar as the third party is not in a position to reimburse Blickle Canada for any out-of-court or court costs incurred for a lawsuit to protect Blickle Canada's property, the Customer shall be liable for the loss Blickle Canada incurred.

7. TRANSITION OF RISK

(a) In case the Customer arranges for shipment of the goods, any and all risks pass to the Customer once the goods are remitted to the carrier designated by the Customer. The Customer will take any necessary steps with the carrier in the event of damage or loss.

(b) In case Blickle Canada arranges for shipment, its liability ends when the goods are delivered to the Customer (DAP Incoterms 2010; unless otherwise agreed in writing). In the event of any damage to the delivered goods, Blickle Canada will take adequate steps with the carrier, subject to the Customer having (i) verified the goods and packaging upon receipt to detect any damage due to shipping and has ensured that no materials were missing; (ii) notified Blickle Canada and the carrier in writing of any anomaly within five (5) business days following delivery; and (iii) notified the carrier of the damage at the time of delivery, in case of damaged packaging.

8. INSPECTION, NOTICE REQUIREMENT

(a) The Customer shall inspect the goods immediately upon receipt and shall within five (5) business days from receipt of delivery give notice to Blickle Canada regarding any matter whereof the Customer may allege that the goods are not in accordance with the Contract; in particular but not limited to defective, missing or wrongly delivered goods. Regarding hidden defects, the Customer shall

notify Blickle Canada within five (5) business days as of their discovery.

(b) Notice shall be given in writing.

(c) Should the Customer fail to give such notice according to lit. (a) and (b), the goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be deemed to have accepted the goods accordingly.

9. CANCELLATIONS, RETURN OF GOODS

(a) No order shall be cancelled without Blickle Canada's prior written acceptance. Blickle Canada does not accept order cancellations regarding modified or custom-build goods. In case Blickle Canada accepts the Customer's request to cancel an order, the latter shall return the corresponding goods at its own cost and risk within ten (10) business days. When communicating with Blickle Canada, the Customer shall be required to provide the invoice and/or purchase order number. This provision shall not affect the Customer's warranty rights.

(b) Goods will only be credited following an inspection by Blickle Canada. Any goods not compliant with the original delivery (unused, in a resalable condition, etc.) will not be credited. In case returned goods are credited, Blickle Canada shall be entitled to charge an appropriate restocking fee to be deducted from any credited amount.

10. LIMITED WARRANTY, LIABILITY LIMITATION, INDEMNIFICATION

(a) Blickle Canada warrants that its goods will be free from any design, manufacturing or assembly defect for a period of one (1) year from the date of delivery of the goods in question. It is understood that this warranty shall only apply in normal conditions of use and will not cover any goods that were not used, maintained, installed and/or stocked according to good practice, corresponding specifications and the "Blickle Product Information" or in case such goods have been modified.

THESE ARE BLICKLE CANADA'S ONLY WARRANTIES. EXCEPT FOR "THE BLICKLE BRANDED PRODUCTS WARRANTY PERIOD EXTENSION", BLICKLE CANADA MAKES NO OTHER CONDITION OR WARRANTY OF ANY

KIND WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY BLICKLE CANADA AND EXCLUDED.

(b) The Customer's sole and exclusive remedy for breach of warranty, and Blickle Canada's sole obligation, shall be, at Blickle Canada's election, to repair or replace, at its discretion and free of charge, any defective goods, or refund to the Customer the purchase price for the defective goods provided that any claim is made in writing in accordance with clause 6 of these Terms and Conditions, within the applicable warranty period, and the defective goods are provided to Blickle Canada for inspection purposes, with a copy of the original purchase order.

(c) IN NO EVENT SHALL BLICKLE CANADA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, OR EXPENSES, EVEN IF BLICKLE CANADA HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSE.

(d) In no event shall Blickle Canada's liability be greater than an amount equal to the amount billed and collected for the respective order, excluding applicable taxes.

(e) The Customer shall indemnify, hold harmless and defend Blickle Canada against all claims, losses, liabilities, and expenses (including attorneys' fees), which Blickle Canada may incur or become liable to pay which relate to or in any way arise out of goods, in whole or in part, being subjected to accident, damage, misuse or abuse, improper storage or installation, abnormal operating conditions or applications above the rated capacity of the Goods as well as any use or application other than or varying in any degree from that for which the goods were designed.

11. INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATION

(a) Unless otherwise agreed in writing, any intellectual property right that may result from Blickle Canada's goods, including without limitation, customized goods and

related specifications developed by Blickle Canada for the Customer, are the property of and owned by Blickle Canada. To give corresponding effect, the Customer undertakes to sign all documentation as may be reasonably required by Blickle Canada.

(b) If the goods are manufactured in accordance with specifications or other directions provided by the Customer, the Customer shall indemnify, defend, and hold Blickle Canada harmless against any and all claims, losses, liabilities, and expenses (including attorneys' fees), which Blickle Canada may incur or become liable to pay with respect to such goods, including (without limitation) product liability claims, claims relating to patent, trademark, copyright infringement, or unfair competition, claims of non-compliance with any Federal, Provincial, or local law or regulation, and any other claim of any third party which relates to or in any way arises out of such specifications or other directions provided by the Customer.

12. FORCE MAJEURE

(a) Force majeure is any cause beyond the reasonable control of Blickle Canada and shall include, without limitation, any acts of God, acts of the Customer, fortuitous event, strike, partial or complete work stoppage, lock-out, pandemic, fire, flood, riot, delays in transportation, intervention on the part of civil or military authorities, compliance with governmental regulations, orders, restrictions, or embargos, acts of war (whether or not declared), and difficulty in obtaining necessary labor, materials, manufacturing facilities, or transportation.

(b) Blickle Canada shall not be considered in default of the performance of its obligations hereunder and shall not be liable for any loss, damage, detention, or delay, if such performance is delayed, withheld or prevented by or such loss, damage, detention, or delay arises directly or indirectly out of an event of force majeure.

13. CONFIDENTIALITY

(a) The Customer undertakes to treat as confidential all commercial and technical details which are not in the public domain and which have been disclosed to it, directly or indirectly,

by Blickle Canada or by a company affiliated with Blickle Canada within the scope of the business relationship or the initiation thereof and, in particular, not to pass this information on to third parties or make it accessible to third parties in any other form and to take all reasonable precautions to prevent third parties from accessing this information.

(b) The Customer warrants that companies affiliated with it that receive information within the scope of or in connection with this business relationship or its initiation shall also comply with this confidentiality obligation. Employees shall not be deemed third parties within the meaning of this provision, if obligations corresponding to this clause 13 have been agreed with them. If and insofar as necessary within the framework of the business relationship, information may be passed on to affiliated companies and third parties contractually associated with the business relationship, if the recipient is not a competitor of Blickle Canada and this is legally permissible. The Customer shall be responsible for ensuring that confidentiality obligations corresponding to this clause 13 have been agreed with the recipient before the information is passed on and are observed by the recipient.

(c) The confidentiality obligations under this clause 13 shall not apply if and to the extent that any information is or becomes publicly known or has been lawfully obtained from a third party without a breach of these obligations, or was already known to the Customer, or must be disclosed due to mandatory judicial, official or statutory provisions or orders, whereby the scope of the disclosure must be kept as small as possible and the Customer must inform Blickle Canada in writing prior to the intended disclosure (to the extent reasonable) or has been independently developed by the Customer without using or referring to Blickle Canada's information. If the Customer invokes one or more of the aforementioned exceptions, the Customer must provide evidence of the underlying facts. Unless otherwise agreed, the Customer's confidentiality obligations under this clause 13 shall continue to apply beyond the termination of the respective last business relationship, for a period of a further three years; the same shall

apply if no contract is concluded.

14. APPLICABLE LAW AND CHOICE OF FORUM

(a) This Contract shall be governed and construed in accordance with the laws of the Province of Québec and the applicable federal laws of Canada, without giving effect to its conflicts of laws principles and the United Nations Convention on Contracts for the International Sale of Goods, which shall be excluded.

(b) Blickle Canada and the Customer agree that the courts of the judicial district of Montréal shall have exclusive jurisdiction.

15. MICELLANEOUS

(a) If any provision of these Terms and Conditions are held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be replaced by a valid and enforceable provision which, so far as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve. The remaining provisions of these Terms and Conditions shall continue in full force and effect.

(b) These Terms and Conditions, which include the documents incorporated by reference on the face of the quote provided by Blickle Canada (but expressly does not include any terms and conditions of the Customer's purchase order, specifications or any similar document issued by the Customer) will constitute the entire agreement between Blickle Canada and the Customer with regard to the goods sold under these Terms and Conditions, and expressly supersedes and replaces any prior or contemporaneous agreements, written or oral, relating to such goods. These Terms and Conditions may not be modified, amended, or waived, except by an instrument in writing signed by the duly authorized representatives of the parties.

May 2023