



TERMS AND CONDITIONS

Any and all products, materials, components, goods, technologies and other items (the « **Products** ») as well as the services offered for sale by Calefactio Solutions Inc. or any of its subsidiaries (« **Calefactio** ») to a customer (the « **Customer** ») are sold subject to these terms and conditions of sale (the « **Terms** »). The performance of any sale by Calefactio is expressly conditional upon the Customer's acceptance of these Terms, unless Calefactio agrees otherwise in writing. No other general or special terms and conditions, including, but not limited to, any terms and conditions appearing in or attached to the Customer's request for quotations, acknowledgement of receipt, purchase order or any other contractual document, shall apply. The Customer shall be deemed to have accepted these Terms when it transacts with Calefactio, places an order with Calefactio or returns to Calefactio a copy of acknowledgment of receipt of any of Calefactio's quotations, purchase orders, order acknowledgments or invoices, when it has received delivery of all or part of the Products ordered, or when it has otherwise manifested its acceptance of these Terms. For clarity, once the quotation is received and a purchase order is issued by the Customer, Calefactio will send an order confirmation to the Customer, thereby forming an “**Order**”.

1. QUOTATIONS AND PRICES

Any information regarding prices, proposals, quotes, quotations and/or other documentation of a similar nature provided by Calefactio to the Customer does not constitute an offer to sell or contract, but rather an invitation to place an order. A transaction is deemed concluded only when Calefactio accepts the Customer's purchase order. Calefactio reserves the right to refuse a purchase order, in whole or in part, at its sole discretion and for any reason whatsoever.

Unless otherwise expressly provided in writing by Calefactio, prices may change without notice and the Products will be invoiced at the price in effect on the date of delivery. Furthermore, without limiting the foregoing, Calefactio expressly reserves the right to modify prices based on fluctuations in quantities or market conditions, including, but not limited to, the levy of any customs tariffs. Unless otherwise expressly provided in writing by Calefactio in the relevant quotation or purchase order, any quotation or purchase order shall be valid for a maximum period of thirty (30) days from the date of its issuance.

2. PAYMENT

The Customer hereby authorizes Calefactio to obtain any credit information necessary for the purposes hereof. Subject to credit approval, any amount due to Calefactio must be paid within thirty (30) days of the invoice date, unless otherwise expressly provided in writing by Calefactio in the Order. Notwithstanding the foregoing, Calefactio may, at its sole discretion, require full payment prior to delivering the Products or providing services.

Calefactio reserves the right, at its sole discretion, to require the Customer to make a deposit on the price of the Order. Any such required prepayment shall be expressly indicated in the Order and shall be governed exclusively by the terms stipulated therein. For clarity, any such prepayment constitutes a partial non-refundable payment on account of the price of the Order, and does not, under

any circumstance, constitute a security deposit. Calefactio may, at its sole discretion, apply all or part of the prepayment received toward the price of the Order.

Any failure to pay the amounts due on the date such payment is required, whether in whole or in part, constitutes a default hereunder, without any notice or request being sent to the Customer. Any amount unpaid or overdue under these Terms shall bear interest at a monthly rate of two percent (2%), without prejudice to Calefactio's other rights and remedies hereunder or at law.

If the Customer fails to make a payment, whether in whole or in part, on its due date, Calefactio may, at its sole discretion and without prejudice to its other rights and remedies, suspend delivery of the Products until all amounts due under these Terms have been paid in full (including any accrued interest) without incurring any liability and to the full exoneration of Calefactio. The Customer shall be solely responsible for all losses, damages, costs, fees and other expenses resulting from any breach by the Customer under these Terms or due to its fault, negligence, omission or misconduct.

3. TAXES

The Customer shall pay all taxes and other fees levied by any governmental authority, including, without limitation, customs duties, tariffs, import fees, export fees, penalties and other similar charges levied by fiscal or governmental authorities or agencies in connection with the Products and/or services provided by or on behalf of Calefactio to the Customer. Unless otherwise expressly provided in writing by Calefactio, such fees are not included in the price of the Products or services and will be added to the amounts owed by the Customer.

4. DELIVERY AND SHIPMENT

The shipment, transportation, and delivery of the Products, as well as the transportation, delivery, and all related fees, are governed and performed in accordance with the provisions expressly provided in the Order.

In the event the Customer designates the carrier, Calefactio ceases to be responsible for the Products upon receipt by the carrier, and Calefactio shall in no event be liable for the transportation and delivery operations of such carrier.

In the event where Calefactio designates the carrier, Calefactio ceases to be responsible for the Products as soon as they are received by the Customer.

Any delivery, shipment, or performance date is provided for indicative purposes only and is not guaranteed; however, commercially reasonable efforts will be made to meet the estimated delivery, shipment, or performance dates. Calefactio shall not be liable for any delay in delivery, shipment, or performance on its part. Partial or pro rata deliveries, shipments, or performances shall be accepted by the Customer, and the Customer releases Calefactio from any liability in the event of inability to fulfill an Order for Products in its entirety.

Upon receipt of the Products, the Customer must inspect them to identify any visible defects on the packaging or the Product itself, as well as any discrepancy between the quantity ordered and received. Any visible defects, any apparent damage to the packaging or the Product, and any discrepancy between the quantity ordered and received must be noted in writing and recorded in detail on the delivery note or transport document at the time of receipt.

The Customer is required to inspect all Products shipped hereunder prior to acceptance. Failing notification by the Customer to Calefactio in writing of a refusal of acceptance within seven (7) days following receipt of the Products by the Customer, accompanied by supporting photographic evidence and any other relevant evidence, the Products shall be deemed accepted by the Customer.

5. INSTALLATION

The Customer acknowledges that Calefactio does not offer any Product installation services and the Customer shall be fully responsible for their installation, to the complete exoneration of Calefactio.

6. TERMS OF SALE

Title to the Products shall remain the exclusive property of Calefactio until full payment by the Customer of all amounts due under these Terms. Notwithstanding the foregoing and any contrary provision of law, including article 950 of the Civil Code of Québec, the allocation of risks of loss, theft, destruction or damage to the Products shall be as follows: (a) Where the Customer designates the carrier, all risks related to the Products shall pass to the Customer upon delivery of the Products to such carrier, and Calefactio shall in no event be responsible or liable for the transportation and delivery operations of such carrier; or (b) Where Calefactio designates the carrier, all risks related to the Products shall pass to the Customer upon receipt of the Products by the Customer. From the applicable moment of

transfer of risks, the Customer shall bear all risks related to the Products, including any loss or damage resulting from a force majeure event, and Calefactio shall be fully released from any liability in respect thereof, regardless of whether the Customer takes immediate physical possession of the Products.

7. TERMINATION

The Customer may not cancel or terminate the Order for Products, in whole or in part, or terminate these Terms under any circumstances without the written consent of Calefactio.

In addition to other legal remedies and equitable relief, Calefactio may terminate any Order upon the occurrence of any of the following events:

- a) Non-payment: If the Customer fails to pay any amount due hereunder on the scheduled date and such failure persists for five (5) days or more following receipt by the Customer of written notice from Calefactio regarding such default;
- b) Material breach: If the Customer or any person for whom it is legally responsible commits a material breach or violates any of the provisions contained herein (other than a payment default) and, in the case of a default that is, by its nature, remediable, such default continues for forty-eight (48) hours following receipt of written notice sent by Calefactio;
- c) Bankruptcy or insolvency: If the Customer is in a situation of bankruptcy or insolvency.

In the event an Order is cancelled by Calefactio in accordance herewith, the Customer's obligation to pay all invoices and any amounts due to Calefactio hereunder shall survive and remain in full force and effect, all without any limitation on Calefactio's rights and remedies to claim additional damages.

8. LIMITED WARRANTY

CALEFACTIO MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED OTHER THAN THOSE EXPRESSLY CONTAINED IN CALEFACTIO'S WARRANTIES MADE AVAILABLE TO THE CUSTOMER, NO INDEMNITY AND, TO THE EXTENT PERMITTED BY LAW, MAKES NO EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR ABSENCE OF DEFECTS, OR ARISING FROM TRADE USAGE OR CUSTOMARY BUSINESS PRACTICES. ANY DOCUMENTATION, RECOMMENDATION OR AID PROVIDED BY CALEFACTIO REGARDING ITS

PRODUCTS, THEIR USE, DESIGN, APPLICATION, OPERATION OR OTHERWISE IS FOR THE CUSTOMER'S BENEFIT AND DOES NOT CONSTITUTE ANY REPRESENTATION, CONDITION OR WARRANTY, EXPRESS OR IMPLIED, AND MUST BE ACCEPTED BY THE CUSTOMER AT ITS OWN RISK, WITHOUT CREATING ANY OBLIGATION OR LIABILITY FOR CALEFACTIO. CALEFACTIO SHALL NOT BE LIABLE FOR INFORMATION OR DOCUMENTATION PROVIDED BY THE CUSTOMER OR A THIRD PARTY, NOR FOR THE PERFORMANCE OF THE CUSTOMER OR THIRD PARTY, OR OTHERWISE. IT IS THE CUSTOMER'S RESPONSIBILITY TO DETERMINE THE SUITABILITY OR QUANTITY OF THE PRODUCTS SOLD BY CALEFACTIO. THE CUSTOMER'S SOLE REMEDY AGAINST CALEFACTIO FOR ANY BREACH OF WARRANTY REGARDING PRODUCTS SOLD BY CALEFACTIO IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM, OR ITS REFUND AT THE PURCHASE PRICE. IN THIS REGARD, CALEFACTIO SHALL NOT BE LIABLE FOR DISMANTLING, REMOVAL, INSTALLATION, REINSTALLATION OR LABOUR COSTS ASSOCIATED WITH SUCH REPAIR OR REPLACEMENT, OR ANY CONSEQUENTIAL DAMAGES THAT MAY BE ASSOCIATED THEREWITH. THE CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR THE USE MADE OF THE PRODUCTS AND FOR COMPLIANCE WITH THE PARAMETERS AND LIMITATIONS OF USE OF THE PRODUCTS, AND RELEASES CALEFACTIO FROM ANY LIABILITY FOR THE USE OF THE PRODUCTS.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL CALEFACTIO BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES, LOSS OF PROFITS OR BUSINESS REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOSS OF USE OR LOSS OF TIME, OR ANY CLAIM AGAINST THE CUSTOMER MADE BY A THIRD PARTY; WHETHER ARISING FROM CONTRACT, NEGLIGENCE, TORT OR OTHERWISE RESULTING FROM THE PERFORMANCE, FAILURE TO PERFORM OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, REGARDLESS OF WHETHER CALEFACTIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, THE CUSTOMER EXPRESSLY AGREES THAT CALEFACTIO'S TOTAL LIABILITY SHALL IN NO EVENT EXCEED THE VALUE OF THE PRODUCT OR SERVICE IN QUESTION.

10. FORCE MAJEURE

No failure or omission by Calefactio in the performance of any obligation under these Terms shall be considered a breach of these Terms or create any liability if it results from a force majeure event, including, but not limited to, acts of

God, acts of any governmental authority, labor shortages, material shortages, the fault, breach, negligence or omission of any manufacturer of the Products, any defects or manufacturing issues with the Products, war or other civil disturbances, an epidemic or pandemic, a strike or other labour dispute, an embargo, or any other event or cause, similar or dissimilar to the foregoing, beyond Calefactio's control and against which Calefactio could not reasonably protect itself.

11. INDEMNIFICATION

In addition to any other indemnification mechanism provided herein, the Customer agrees and undertakes to defend, indemnify and hold harmless Calefactio and its representatives from and against any damages, claims, lawsuits, causes of action, losses (including without limitation loss of profits or revenue), demands or liabilities of any nature whatsoever, as well as all costs and expenses associated therewith, including, but not limited to, legal fees (judicial, extrajudicial and reasonable attorney's fees) incurred or suffered by Calefactio or its representatives and resulting directly or indirectly from:

- a) the performance (or non-performance) by the Customer or the Customer's representatives or any person for whom they may be legally responsible, of any obligation under these Terms or any agreement related to the ordering of Products, as well as any action or omission on their part;
- b) the negligence, fault, omission, misconduct or erroneous instructions of the Customer or the Customer's representatives when acting on its behalf;
- c) any breach or violation by the Customer or the Customer's representatives when acting on its behalf, of any law or regulation applicable to these Terms.

12. AMENDMENT

Unless otherwise provided, these Terms may be amended, updated or otherwise modified by Calefactio, from time to time and at its sole discretion.

13. ENTIRE AGREEMENT

These Terms constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the parties with respect to the subject matter hereof, the Customer declaring that it has had access to these documents and has received a copy thereof.

14. ASSIGNMENT

Calefactio may sell, transfer or assign all or part of its rights and obligations arising from these Terms to any person without the prior consent of the Customer. The Customer may not assign or transfer all or part of its rights or obligations under these Terms or any related document to any person or third party without the prior written consent of Calefactio. If Calefactio authorizes the assignment or transfer of these Terms by the Customer, the Customer shall remain jointly and severally liable with the assignee or transferee for the strict performance of all its obligations under these Terms.

15. LEGAL BENEFICIARIES

These Terms shall be binding upon and enure to the benefit of the parties and their directors, legal representatives, successors and permitted assigns. Any attempt to assign or transfer in violation hereof shall be null and void.

16. STATUS OF CALEFACTIO

The Customer acknowledges and agrees that, depending on the type of Product, Calefactio acts as a distributor for Products manufactured by third parties or as a manufacturer for Products designed and manufactured by Calefactio. To the extend that Calefactio acts solely as a distributor, Calefactio expressly rejects and disclaims any liability with respect to the design, production or manufacture of the Products as well as any liability that may fall on the designers, manufacturers and suppliers of the Products sold by Calefactio. In such a case, the only applicable warranty is that granted by the third-party manufacturer, which is passed on to the Customer "as is" and without any additional undertaking by Calefactio. When Calefactio acts as a manufacturer, the applicable warranty is exclusively that expressly formulated by Calefactio, as available online: Limited Warranty.

The Customer acknowledges and agrees that Calefactio acts as an independent contractor and not as an agent or employee of the Customer for any purpose whatsoever, and the Customer has neither the authority nor the power to bind Calefactio in any way whatsoever.

17. ABSENCE OF WAIVER

No act or omission by Calefactio hereunder with respect to a default by the Customer of any of its obligations under these Terms shall constitute a waiver or relinquishment of Calefactio's rights with respect to such default or any subsequent default, unless such waiver or relinquishment is made in writing.

18. SEVERABILITY

If any provision of these Terms is, to any extent, held invalid or unenforceable, it shall be considered separate and severable from the other provisions of these Terms, which shall remain in full force and effect and be binding as if the invalid or unenforceable provision had not been included herein.

19. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and interpreted in accordance with the laws of the Province of Québec, and any dispute arising therefrom shall be subject to the exclusive jurisdiction of the courts of the judicial district of Montréal, Québec.

20. COMPLIANCE

The Customer represents and warrants to Calefactio that it will comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, those relating to corruption, antitrust and exports.

21. LEGAL COUNSEL

The Customer declares that it has had the opportunity to review the terms and conditions hereof and that it has had the opportunity, if it so wishes, to retain independent legal counsel to review them, at its discretion, and declares that it is satisfied with the content hereof and agrees to be bound by these Terms.

22. ACCEPTANCE

By issuing a purchase order, the Customer irrevocably agrees to comply with these Terms