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1. DEFINITIONS

- (a) "Agreement" refers to the Customer's agreement to purchase Products and/or Services from SCS;
- (b) "Customer" refers to any company, partnership, individual, or entity purchasing Products and/or Services from SCS;
- (c) "Solution Control Systems Inc." refers to Solution Controls, SCS or SCS Inc.;
- (d) "Products" refers to any equipment, parts and/or materials purchased by the Customer under an Agreement;
- (e) "Services" refer to any engineering, technical, installation and/or manufacturing services of any description or kind to be provided by SCS in relation to Products;
- (f) "Day" refers to regular working days, excluding weekends and statutory holidays;
- (g) "Goods" refers collectively to Products and/or Services provided under an Agreement and shall carry the meaning as applied throughout these Terms;
- (h) "Purchase Order" refers to the written order, acknowledgement, or contract issued by the Customer and accepted by SCS;
- (i) "Work" refers to all obligations, deliverables, and undertakings performed by SCS or its subcontractors under the Agreement;
- (j) "Force Majeure Event" refers to circumstances beyond a party's reasonable control;
- (k) "Warranty Period" refers to the applicable time frame in which the Products and/or Services supplied by SCS are covered by warranty as set forth in Sections Warranty and Limited Warranty;
- (l) "Specifications" refers to any drawings, technical descriptions, standards, or data relating to the Products and/or Services issued by SCS or agreed upon in writing with the Customer;
- (m) "Change Order" refers to any modification, addition, or alteration to the scope of work, specifications, delivery schedule, or pricing under the Agreement;
- (n) "Intellectual Property" refers to all patents, trademarks, copyrights, industrial designs, trade secrets, know-how, software, drawings, schematics, and processes owned, developed, or licensed by SCS;
- (o) "Export Laws" refers to all applicable export control, trade, and sanctions laws, regulations, and orders of Canada, the United States, and any other jurisdiction having authority.

2. EFFECTS OF TERMS AND CONDITIONS

The sale of the Goods described herein (the "Goods") is subject to " and governed solely by these Terms and Conditions. No external terms or " conditions from Purchaser's purchase order, any agreement or any other " understanding shall be binding on Solution Control Systems Inc or apply in any manner to " the sale of such Goods". No modification of these terms and conditions "shall be of any force or effect unless signed by an authorized" officer of Solution Control Systems Inc. No specification, drawing, print or photograph "prepared by Purchaser relative to Purchaser's order shall be binding" on Solution Control Systems Inc for any purpose unless signed by an authorized officer of Solution Control Systems Inc.

3. PAYMENT TERMS

- Unless otherwise specified, prices are quoted in Canadian dollars (CAD) "for Goods being sold from inventory, FCA Solution Control Systems Inc's warehouse, and FCA manufacturer's plant for domestic " Goods being drop-shipped to Purchaser.

- Payment terms are Net "thirty (30) days without discount, provided the credit approval has been approved, otherwise COD or deposit may be required. These terms may be adjusted if mutually agreed upon in writing by both parties.
- If Purchaser's account is past due, in addition "to other rights and remedies, Solution Control Systems Inc. may suspend shipments," deliveries or performance hereunder or under any other contract "with Purchaser until Purchaser's account becomes current or until" Solution Control Systems Inc receives satisfactory security or cash prior to shipment.
- Preferred payment methods include cheque, direct deposit, and wire transfer with Purchasers covering any associated processing fees. Any fee incurred to process, or payment sent is covered by the Purchaser. Credit card payments are accepted with an additional processing fee.
- Late payments accrue interest at 1.5% per month (18% per annum); past due accounts may accrue interest at "2% per month" (26.8% per annum).

4. PROGRESSIVE PAYMENT SCHEDULE

Orders \geq \$50,000 CAD are subject to a progressive payment schedule, as outlined below. Alternative schedules may apply if agreed in writing.

- 20% at the time of order
- 20% at approval drawings
- 40% when major items are ordered
- 20% at the time of readiness

5. DELIVERY

- **Estimated Dates:** Shipping dates are estimates only. Solution Control Systems Inc. is not liable for delays, which may result from supply chain issues, COVID protocols, material shortages, or other factors beyond its control.
- **Emergency or Off-Hour Deliveries:** If the Purchaser requires emergency deliveries or deliveries outside normal business hours, all additional costs will be the responsibility of the Purchaser.
- **Commencement of Delivery Period:** The delivery period begins upon Solution Control Systems Inc.'s receipt of the Purchaser's written acceptance of the Order Acknowledgement.
- **Obligation to Take Delivery:** Purchaser must accept delivery or provide adequate shipping instructions within 10 days of notification that the goods are ready for delivery.
- **Failure to Take Delivery:** If delivery is not taken within this period:
 - The full purchase price becomes due and payable.
 - Solution Control Systems may, at its option:
 - Store the goods and bill the Purchaser for storage charges, or
 - Dispose of the goods at the Purchaser's risk and account through public or private sale, or
 - Exercise any other rights or remedies available.
- **Storage Exclusions:** Paid or free storage doesn't include insurance, maintenance, and/or preservation.
- **Assembly Shipment:** All assemblies shall be shipped from FCA Solution Control Systems Inc.'s Edmonton facility. Standard shrink wrap or cardboard packaging shall be included. Any requirement for crating or special packaging shall constitute an additional service and shall be invoiced to the Purchaser at the applicable rates.

6. STORAGE AND PAYMENT

If (i) Solution Control Systems Inc. does not receive forwarding instructions sufficient to dispatch the Goods within fourteen (14) days after notification that such Goods are ready for dispatch, (ii) the Buyer fails to take delivery of the Goods within thirty (30) days of such notification, or (iii) the Buyer postpones delivery or suspends performance of the Contract without the prior written consent of Solution Control Systems Inc., then, without prejudice to any other rights or remedies available under the purchase order, at law, or in equity, Solution Control Systems Inc. may complete manufacture of the Goods and store them at the Buyer's sole risk and expense (including, without limitation, applicable charges for insurance or demurrage). In such circumstances, title to the Goods shall pass to the Buyer and Solution Control Systems Inc. shall be entitled to immediate payment of the contract price applicable to the shipment and/or delivery of such Goods.

Where Goods are held on the shop floor of Solution Control Systems Inc. due to lack of instruction, the following storage charges shall apply:

- Shop floor storage
 - Switchgear
 - Per cell shall be subject to a storage fee of \$250.00 per month (or part thereof)
 - Complete lineups shall be calculated at the rate of \$250.00 per cell per month (e.g., 4 cells = \$1000/month)
 - E-Buildings / Large Lineups - shall be subject to a storage fee of \$5,000.00 per month after completion.
 - Control Panels
 - Small Panels (single-section or wall-mounted units) shall incur a storage fee of \$100.00 per month.
 - Medium Panels (multi-section or floor standing units) shall be subject to a storage fee of \$150.00 per month.
 - Large Panels (lineups or custom builds) shall be subject to a storage fee of \$250.00 per month.
- Long-term storage may be negotiated separately.
- Charges apply once goods are complete and ready for dispatch but remain on SCS premises due to lack of shipping instructions or Purchaser delays.
- Fees are invoiced monthly in advance, with a minimum one-month charge.
- Storage does not include insurance, maintenance, or preservation. These remain the Purchaser's responsibility.

7. RETURN OF GOODS

Non-custom Products may only be returned with prior written consent from SCS within 10 business days of receipt by the Purchaser. The Purchaser agrees and is responsible to pay all shipping, handling and freight charges for returned Products. Products returned are subject to a restocking charge as per the manufacturer's restocking policy but in any case, no less than 25% of the order value.

8. CANCELLATION

A Purchaser may cancel an order prior to shipment only by providing written notice and paying all applicable charges (labour, materials, disruption and restocking). These charges include reimbursement for direct costs incurred, along with reasonable allowances for disruption. The Seller reserves the right to cancel an order for cause at any time by written notice and will be entitled to the same cancellation and restocking charges. Cancellation charges are as follows:

- 15% after purchase order has been received by SCS
- 25% after approved drawings have been received by SCS
- 50% after parts have been ordered for the project
- 100% once the project is released to the shopfloor to begin manufacturing

9. INSTALLATION

The Purchaser is responsible for transporting, receiving, storing, installing, starting up and maintaining all Products. If requested, SCS may, at its option, provide Services to assist the Purchaser in the installation of Products at a price to be agreed between the Purchaser and SCS or at SCS's standard rate sheet.

10. TITLE AND RISK OF LOSS

All rights, title and interest in and to the Goods shall remain with Solution Control Systems Inc. until such Goods have been paid for in full. However, such Goods shall be entirely at Purchaser's risk from the time placed on a common carrier and the loss, damage, deterioration or destruction of the Goods thereafter shall not release Purchaser from its obligations hereunder. In the event of any default to make payment by the Purchaser, Solution Control Systems Inc shall have the right to take possession of any Goods already delivered and to remove the same without notice and without legal proceedings, in which case all payments therefore made shall be credited to the Purchaser's account after deduction of a reasonable rental fee and the costs of repossession, if any, including reasonable legal fees. Purchaser hereby agrees to defend, indemnify, and save harmless Solution Control Systems Inc from all loss arising out of any or all claims, suits and demands by reason of, but not limited to, the retention of title to the Goods by Solution Control Systems Inc, while same are at the Purchaser's risk.

11. INSURANCE

a. Vendor Insurance

Vendor shall, at its own expense, maintain and keep in full force and effect during the life of the Purchase Order and for such extended periods as specified below, the following insurance coverages with reputable insurers licensed to do business in all jurisdictions where the Work shall be performed. Such insurers shall have a minimum financial rating of "A" with A.M. Best or an equivalent recognized Canadian rating agency. Certificates of insurance evidencing compliance with these requirements shall be provided to Solution Control Systems Inc. ("SCS") upon request, with fifteen (15) days' prior written notice of any cancellation, non-renewal, or material change in coverage. Any deductible applicable under such insurance shall be borne solely by Vendor.

Required Coverages

i. Commercial General Liability (CGL).

A policy of Commercial General Liability insurance issued on an occurrence basis, with minimum limits of CAD \$5,000,000 per occurrence and CAD \$5,000,000 in the aggregate. Coverage shall include but not be limited to: contractual liability, non-owned automobile liability, products and completed operations, contingent employer's liability, cross liability/severability of interests, personal injury, and broad form property damage including loss of use. Such policy shall be maintained from the commencement of the Work until its final completion, and with respect to products and completed operations coverage, for a period of three (3) years thereafter.

ii. Automobile Liability Insurance.

Automobile liability insurance covering all licensed vehicles owned, leased, non-owned, or hired by Vendor in connection with the Work, with limits of not less than CAD \$2,000,000 inclusive per occurrence against bodily injury, death, and property damage. Coverage shall remain in effect throughout the duration of the Work.

iii. Employer's Liability / Workers' Compensation.

Workers' Compensation insurance in accordance with the statutory requirements of all jurisdictions in which the Work is performed. Where permitted by law, Employer's Liability coverage shall be maintained with limits not less than CAD \$2,000,000 per occurrence.

b. Additional Insurance Conditions

i. **Additional Insured.** SCS, including its officers, directors, employees, and agents, shall be named as an additional insured under Vendor's CGL and Automobile Liability policies with respect to the operations and obligations of Vendor under the Purchase Order.

- ii. **Primary Insurance.** The insurance maintained by Vendor shall be considered primary to and not contributory with any insurance carried by SCS.
- iii. **Waiver of Subrogation.** Vendor's insurers shall waive any rights of subrogation or recovery against SCS, its affiliates, and their respective directors, officers, employees, and agents.
- iv. **Evidence of Coverage.** Upon request, Vendor shall provide to SCS a certificate of insurance and, if requested, copies of the policy wording and endorsements evidencing the required coverages.

12. CLAIMS

All claims for missing or incorrect items, inaccuracies must be made within two (2) days of the date of receipt of Goods.

13. TAXES

All applicable taxes of any nature including, but not limited to excise, sales, use, Goods and services or other similar taxes which Solution Control Systems Inc. may be required to pay, to collect or to reimburse to others, by reason of manufacture, ownership, use or sale of any product sold or service provided hereunder shall be the sole responsibility of Purchaser and shall be added to the amount to be paid hereunder.

14. QUOTATION VALIDITY

Quotations are valid for a period of 30 days from the date of issue, unless agreed upon in writing. After the validity period has expired, SCS reserves the right to revalidate or review and adjust pricing, delivery timelines and terms based on material costs, labour rates, and other market conditions at the time of order. Extensions of the quotation validity may be granted upon request, but must be confirmed in writing by Solution Control Systems Inc. Any revisions to scope, specifications, or delivery requirements made by the Purchaser during the validity period may result in an updated quotation being issued. Quotations remain valid only if manufacturing/assembly proceeds on a continuous basis without interruption.

15. GUARANTEES / BONDS

Unless explicitly stated, SCS quotations do not include provision of any guarantees or bonds.

16. CONFIDENTIALITY

All information in quotations and agreements is considered confidential and must not be disclosed to third parties without SCS's prior written consent.

17. INTELLECTUAL PROPERTY

(a) **Ownership.** All intellectual property rights, including without limitation patents, trademarks, copyrights, industrial designs, trade secrets, know-how, technical data, drawings, schematics, specifications, software, documentation, and processes (collectively, "Intellectual Property") used, developed, or created by Solution Control Systems Inc. ("SCS") in the performance of the Agreement shall remain the sole and exclusive property of SCS, whether pre-existing or developed during the course of the Work. Nothing herein shall be construed as transferring or assigning any right, title, or interest in such Intellectual Property to the Purchaser, except as expressly set forth in Sub-clause (b).

(b) **License to Use.** Subject to full payment of all amounts due under the Agreement, SCS grants to the Purchaser a non-exclusive, non-transferable, royalty-free license to use the Intellectual Property solely to the extent necessary for the operation, maintenance, and ordinary use of the Products delivered under the Agreement. Such license shall not extend to the right to copy, disclose, reverse engineer, modify, adapt, distribute, or create derivative works of the Intellectual Property without the prior written consent of SCS.

(c) **Restrictions.** The Purchaser shall not, and shall ensure that its affiliates, contractors, consultants, and end-users do not: (i) remove, obscure, or alter any proprietary notices or marks on the Products or related materials; (ii) disclose SCS's Intellectual Property to any third party except as strictly necessary for the operation of the Products and subject to confidentiality obligations no less restrictive than those set forth in Section 16 (Confidentiality); or (iii) use SCS's Intellectual Property in connection with any products or services not supplied by SCS.

(d) **Purchaser Materials.** Any drawings, specifications, or other materials supplied by the Purchaser to SCS for incorporation into the Products shall remain the property of the Purchaser. The Purchaser hereby grants to SCS a non-exclusive, royalty-free license to use such materials for the sole purpose of fulfilling its obligations under the Agreement. The Purchaser represents and warrants that such materials do not infringe any third-party rights and agrees to indemnify and hold SCS harmless against any claims arising therefrom.

18. EXPORT CONTROL & SANCTIONS COMPLIANCE

(a) **Compliance with Laws.** The Purchaser acknowledges that the Products, Services, technology, and related documentation supplied by Solution Control Systems Inc. ("SCS") may be subject to applicable export control, sanctions, and trade laws, regulations, and orders of Canada, the United States, and any other jurisdiction having authority (collectively, "Export Laws"). The Purchaser agrees to comply fully with all such Export Laws in connection with the purchase, resale, transfer, or use of the Products and Services.

(b) **Restrictions.** The Purchaser shall not, directly or indirectly, export, re-export, ship, transfer, disclose, or make available any Products, Services, software, technical data, or related documentation to: (i) any country, entity, or individual prohibited under applicable Export Laws; (ii) any end-use restricted under such Export Laws, including, without limitation, nuclear, missile, chemical or biological weapons proliferation, or military applications not authorized; or (iii) any person or entity listed on the Government of Canada Consolidated Sanctions List, the United States Department of Commerce Denied Persons List, the U.S. Department of Treasury Specially Designated Nationals (SDN) List, or any equivalent lists maintained by other applicable jurisdictions.

(c) **Purchaser Obligations.** The Purchaser shall obtain and maintain, at its own expense, any licenses, permits, or authorizations required under applicable Export Laws for its intended use, resale, or transfer of the Products or Services. The Purchaser further agrees that it shall not resell or otherwise transfer the Products or Services to any third party unless such third party agrees in writing to comply with the obligations of this section.

(d) **Representations and Warranties.** The Purchaser represents and warrants that: (i) it is not subject to trade or financial sanctions under the laws of Canada, the United States, or other applicable jurisdictions; (ii) it will not use the Products or Services in any manner that would cause SCS to be in violation of Export Laws; and (iii) it will promptly notify SCS in writing of any change in its status with respect to applicable sanctions or export restrictions.

(e) **Indemnity.** The Purchaser shall indemnify, defend, and hold harmless SCS, its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, penalties, losses, fines, costs, and expenses (including reasonable legal fees) arising out of or relating to the Purchaser's failure to comply with this section.

19. GOVERNING LANGUAGE & PRIORITY OF LAWS

(a) **Governing Language.** These Terms and Conditions, and any documents related thereto, shall be drafted and interpreted exclusively in the English language. In the event of translation into another language, the English version shall prevail.

(b) **Priority of Laws.** In the event of a conflict between the export, trade, or sanctions laws of multiple jurisdictions applicable to the Products or Services, the laws of Canada shall govern and prevail, except where compliance with Canadian law would constitute a direct violation of the mandatory laws of another jurisdiction with authority over the transaction. Nothing in this Agreement shall be construed to require SCS to act in violation of Canadian law.

20. ORDER ACCEPTANCE

Notwithstanding any provisions of any applicable laws including common law, any additional or different terms and conditions set forth in Buyer's requests for quotation or proposal, purchase order or similar writings, or in Buyer's electronic data interchange acknowledgments or e-mail, irrespective of the date of the same, are objected to by Solution Control Systems and will not be binding upon Solution Control Systems unless specifically assented to in writing by an authorized representative of Solution Control Systems. Solution Control Systems shall not have any obligation with respect to the subject matter of this Quotation until issuance of an unconditional purchase order acceptance document.

21. LIMITS OF CONTRACT

Only the Goods explicitly described in this agreement are subject to the terms and conditions herein. Unless expressly specified, installation, repair, modifications or other similar services are not included. Any services specified shall be governed by the terms and conditions hereof.

22. CHANGE ORDERS

(a) **Written Authorization Required.** Any change, modification, or addition to the scope of work, specifications, design, drawings, delivery schedule, or other requirements under the Agreement (each a "Change Order") shall only be binding if set forth in a written document issued by the Customer and expressly accepted in writing by an authorized representative of Solution Control Systems Inc. ("SCS"). Verbal instructions, field directives, or informal communications shall not constitute valid Change Orders and shall not be binding on SCS unless confirmed in writing.

(b) **Pricing and Schedule Adjustments.** Each Change Order shall specify the nature and extent of the requested change and shall include an equitable adjustment to the contract price, payment terms, delivery schedule, and/or performance timeline, as applicable. In the absence of agreement on such adjustments, SCS shall not be obligated to proceed with the Change Order.

(c) **Suspension of Work Pending Agreement.** If the Customer requests a change but does not promptly agree in writing to the price and schedule adjustments proposed by SCS, SCS may suspend affected portions of the Work until such agreement is reached. Any delay resulting from such suspension shall extend the delivery or completion schedule accordingly, without liability to SCS.

(d) **Customer-Driven Delays.** Where the Customer delays approvals, fails to provide information, or otherwise causes changes in the execution of the Work, SCS shall be entitled to issue a Change Order reflecting additional costs, expenses, and schedule extensions incurred as a result.

(e) **Extra Work.** Any labor, materials, engineering, or services performed by SCS outside the scope of the Agreement, whether initiated by the Customer or required due to unforeseen conditions, shall be treated as Extra Work and subject to Change Order pricing.

(f) **Priority of Change Orders.** Validly executed Change Orders shall be deemed incorporated into and form part of the Agreement, and in the event of conflict, the Change Order shall prevail over the original terms of the Agreement with respect to the subject matter thereof.

23. TRANSPORTATION

Shipments follow INCO Terms 2010. Standard terms are FCA Factory unless otherwise stated. Prepaid and charged deliveries incur a 15% handling premium. SCS is responsible for loading if delivery occurs at SCS premises. If delivery occurs at another named location; SCS's delivery obligation ends upon transport arrival. The Purchaser is responsible for unloading and reloading.

24. WARRANTY

SCS provides a standard warranty of 12 months after the goods have been commissioned or 18 months after the goods have been notified as ready for dispatch, whichever occurs first. Warranty covers parts only. Field service labour, travel, mileage and related expenses will be charged at current rates. Warranty claims are limited to manufacturers' warranty coverage where applicable. Custom products are final sale.

25. LIMITED WARRANTY

Subject to the following, Solution Control Systems Inc warrants that the Goods sold by it hereunder will conform to specifications and applicable industry standards and title will be clear from any security interests or encumbrances. Solution Control Systems Inc shall ensure that Purchaser benefits from existing manufacturers' warranties and in no event shall Solution Control Systems Inc's warranty exceed the warranty given by manufacturers of the Goods. The sole obligation of Solution Control Systems Inc under such warranty shall be to replace or repair as deemed appropriate by manufacturer and provide assistance to Purchaser for any claim made to manufacturer of the Goods. This is the sole and exclusive warranty, express or implied, provided by Solution Control Systems Inc. and is in lieu of all other warranties, of any nature whatsoever, contractual, legal, statutory or other, and whether for merchantability, quality, fitness or otherwise.

26. TECHNICAL DATA

All technical specifications, drawings, descriptive matter, weights, dimensions and performance data submitted with or made a part of Solution Control Systems Inc's Order Acknowledgement are based upon information provided by the Purchaser in accordance with its requirements. Solution Control Systems Inc. assumes no responsibility for the accuracy of such information.

27. FORCE MAJEURE

For all purposes hereof, force majeure includes, but is not limited to, any act of God, war, mobilization, governmental regulation, strike, lockout, flood, total or partial fire, unusually severe weather for the location and time of year, obstruction of navigation, quarantines, terrorism or threatened terrorism, riots, epidemics, pandemics (including but not limited to COVID-19 and any current or future government laws, regulations, orders or restrictions adopted in response thereto), defective materials, delays by shippers, or other contingencies or causes beyond Solution Control Systems Inc.'s reasonable control which might prevent or render commercially impractical the manufacture, shipment, or delivery of Goods covered hereby.

Performance of Solution Control Systems Inc.'s obligations may be suspended during the continuance of a force majeure event, without SCS being responsible to Purchaser for any damages or losses resulting from such suspension.

The Party affected shall provide written notice to the other Party within five (5) business days of becoming aware of the force majeure event, including particulars of the event and the expected duration of delay. The affected Party shall take all reasonable steps to mitigate the effects of the force majeure and continue performance to the extent possible.

If the event causes delay or increases costs, SCS shall be entitled to a reasonable extension of time for performance and to adjust pricing to reflect any additional costs, expenses, or surcharges incurred as a result of the force majeure event.

28. LIMITATION OF LIABILITY

The liability of Solution Control Systems Inc. will not under any circumstances exceed the purchase price of the goods furnished and in no event shall Solution Control Systems Inc. be liable for any indirect, consequential, special, incidental, exemplary or contingent damages or commercial loss of any kind (including damages for loss of profits) allegedly sustained by purchaser.

29. INDEMNIFICATION

The Purchaser agrees to indemnify, and hold Solution Control Systems Inc. ("SCS") harmless with respect to any and all claims, demands, losses, liabilities, damages, costs, fines, penalties, and expenses (including reasonable legal fees and disbursements) arising out of or relating to:

- (i) any personal injury (including death), property damage, or other loss where claims are caused by or related to defective or allegedly defective designs, materials or workmanship furnished by Solution Control Systems Inc;
- (ii) the Purchaser's resale, distribution, modification, alteration, or misuse of the Products or Services;
- (iii) any third-party claims arising from the integration of the Products or Services into other systems or equipment not supplied by SCS;
- (iv) any use of the Products or Services in violation of applicable laws, codes, standards, or regulatory requirements; and
- (v) any claim that materials, specifications, drawings, or instructions furnished by the Purchaser infringe or misappropriate the intellectual property rights of any third party.

30. ASSIGNMENT

Purchaser shall not assign or transfer this agreement or any interest in, or monies under, it without the written consent of Solution Control Systems Inc and any assignment made without such consent shall be null and void.

31. DISPUTE RESOLUTION

(a) **Good Faith Negotiation.** The Parties shall use commercially reasonable efforts to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination (a "Dispute"), through good faith negotiations between authorized representatives.

(b) **Mediation.** If the Parties are unable to resolve a Dispute within thirty (30) days of written notice of such Dispute, either Party may request that the Dispute be submitted to non-binding mediation before a mutually agreed mediator in Edmonton, Alberta. The costs of mediation shall be shared equally by the Parties.

(c) **Arbitration (Optional).** If mediation is unsuccessful, the Parties may agree in writing to refer the Dispute to final and binding arbitration under the Arbitration Act (Alberta), or any successor legislation, by a single arbitrator appointed in accordance with such Act. The place of arbitration shall be Edmonton, Alberta, and the language of the proceedings shall be English.

(d) **Jurisdiction and Venue.** In the absence of an agreement to arbitrate under Sub-clause (c), either Party may submit the Dispute to the courts of competent jurisdiction in the Province of Alberta. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Alberta, judicial district of Edmonton, and waive any objection to venue or forum non conveniens.

(e) **Injunctive Relief.** Notwithstanding the foregoing, either Party may seek interim or injunctive relief in any court of competent jurisdiction where necessary to protect its Intellectual Property, Confidential Information, or proprietary rights pending resolution of the Dispute.

32. GOVERNING LAW AND INVALIDITY

Any provision hereof which is contrary to law will not invalidate any other provision thereof. The foregoing sets forth the sole and entire agreement between the parties with respect to the Goods supplied hereunder. These terms and conditions and the agreement evidenced thereby shall be governed by and interpreted in accordance with the laws of the province of Canada where the Goods are delivered. If deliveries are made outside Canada, the governing laws shall be the laws of the province where the Goods are shipped from. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement or to any order.

33. APPROVALS & CERTIFICATIONS

- Standard industrial panels and assemblies manufactured by SCS bear CSA/ETL labels (general purpose) if free-issued parts are approved.
- Switchgear, hazardous area panels, or assemblies >1500V may require special inspections and may incur surcharges.
- Projects include up to two drawing approval cycles; additional cycles are billable.
- SCS makes no claim that Authorities Having Jurisdiction (AHJs) will accept and / or recognize the SCS mark(s). It is the client's responsibility to confirm with the AHJs in the intended market area that they accept the SCS mark(s) or approvals.

34. QUALITY CONTROL

- Standard quality control procedures shall be performed in accordance with established best practices, and standard documentation shall be provided.
- Where drawings are provided by the Purchaser, SCS shall not be responsible for their accuracy and will provide hand-marked revisions for as-built purposes only.
 - Any additional quality control procedures, specifications, or documentation requested by the Purchaser beyond SCS's standard scope shall be deemed extra and may be subject to additional charges.
 - SCS expressly disclaims any liability for compliance with non-standard quality control procedures unless such requirements have been mutually agreed to in writing and expressly incorporated into the contract.

35. LEAD TIMES

Lead times are given at quotation stage and confirmed after order (ARO). They are subject to change due to supplier stock, transport times, client approvals, or receipt of FIPs. Estimates are in business days and effective only once all approvals and FIPs are received.

36. TARIFFS, DUTIES & IMPORT COSTS

Solution Control Systems Inc. shall not be responsible for any tariffs, duties, import/export taxes, customs fees, surcharges, or other government-imposed charges applicable to the shipment of products, whether existing at the time of order or imposed thereafter. The Purchaser shall bear full responsibility for all such

costs, including but not limited to increases resulting from changes in trade agreements, government policy, or international tariff regulations. Any additional expenses arising from such charges shall be for the sole account of the Purchaser, and Solution Control Systems Inc. shall have no obligation to absorb, offset, or otherwise compensate the Purchaser for such financial obligations.

Where Solution Control Systems Inc. provides a Delivered Duty Paid (DDP) quotation, any tariffs, duties, or related charges included therein are provided strictly as estimates based on information available at the time of quotation. The Purchaser acknowledges and agrees that actual charges may vary, and the Purchaser shall promptly reimburse Solution Control Systems Inc. for any additional amounts incurred beyond the estimate. Solution Control Systems Inc. reserves the right to suspend delivery or withhold release of goods until such reimbursement is received.