

Standard General Terms and Conditions of Sale

1 Applicable Terms

As used below, “Power Survey” or “Seller” means Power Survey and Equipment Ltd. / Les équipements Power Survey Ltée, “Product” means any product or service sold or rendered by Power Survey; and “Buyer” or “Customer” means the party purchasing Product from Power Survey.

All sales by Power Survey to a Buyer whether initiated by written purchase order, electronic means, telephone or any other method, will be subject exclusively to the terms and conditions of the set forth herein and (a) if signed written agreements is then in effect between Buyer and Power Survey and applicable to such sale (a “Sales Agreement”), then any term in the Sales Agreement that conflicts with these terms will apply, and these terms will otherwise apply; or (b) if no Sales Agreement is in effect, these terms, and the Product description and quantity specified in Power Survey’s quotation to Buyer, collectively will make up Buyer’s complete contract with Power Survey (the “Contract”).

2 Quotations

Written quotations are valid for thirty (30) days from the date they are issued. Sales taxes are extra, at the rate in effect at time of shipment. Prices are firm for Product that are on order unless the shipping date is beyond six (6) months from the date the order was placed.

Standard list prices are subject to change without notice. All clerical errors are subject to correction.

3 Delivery; Shipping

- a) Seller will deliver the Product within a reasonable delay after receiving Buyer’s purchase order, subject to their availability. Delivery date provided by Seller for the Product is only an estimate and is based upon prompt receipt of all necessary information from Buyer. Seller will not be liable for any delays, loss or damage in transit and failure to deliver within the time estimated will not be a material breach of the Contract on Seller’s part.
- b) Unless otherwise set forth in the sales confirmation, Power Survey’s delivery terms are ExWorks (Incoterms® 2010) at our warehouse, St-Laurent Québec, using Power Survey’s standard methods for packaging and shipping.
- c) In the event of loss or damage during shipment, Buyer’s claim shall be against the carrier only. Seller will, however, give Buyer any reasonable assistance to secure adjustments of Buyer’s claim against the carrier, provided immediate notice of such claim is given by Buyer to Seller.
- d) Any claims for shortages or damages must be reported to Seller within ten (10) days after receipt of the Product by the Buyer. If the Seller does not receive written notification within said delay, it shall be deemed conclusively presumed that the Product was delivered in its entirety and in good condition.

- e) Express and air shipments will be made at the request of the Buyer with a minimum fee of \$100.00. Final price of the expedited shipment will be transmitted to the Buyer prior to proceeding.

4 Title; Risk of loss

- a) Until payment in full of the purchase price, Seller shall retain ownership of the Product.
- b) Risk of loss to the Product shall pass to the Buyer at the point of shipment from Seller's warehouse, St-Laurent, Province of Québec, regardless of which party arranges the freight charges. If Buyer fails to accept delivery of any of the Product on the date set forth in Seller's notice that the Products are ready to be delivered, then (i) risk of loss to the Product will pass to the Buyer; and (ii) the Product will be deemed to be delivered to the Buyer; and (iii) Seller, at its option, may store the Product until Buyer takes possession of same, at which time Buyer will be liable for all costs and expenses resulting from the failure (including but not limited to the cost of storage and insurance).

5 Limited Warranty

Power Survey warrants title and that the Product sold is free from defects in material and workmanship, under normal use, and in proper operating conditions, for a period of twelve (12) months from the date of energization or eighteen (18) months from the date of shipment, whichever comes first. This warranty is limited to repair or replacement of the defective Product and does not include removal, installation or transportation charges. Power Survey must be notified of the claim and the Buyer must be issued a return authorization prior to returning the Product. Once Power Survey has determined that a repair or replacement unit is required, it will be returned to the Buyer as quickly as possible. Shipment to and from our factory shall be the responsibility of the Buyer. No warranty is provided on any Product for which the Buyer has not paid Power Survey in full. This limited warranty is given only to the original Buyer and may not be transferred or assigned and does not extend to any subsequent Buyer or transfer of Product.

6 Limitation of Warranty and Product Acceptance

Except for the representations and warranties made by Power Survey hereunder, Power Survey makes no representations or warranties with respect to the physical condition or any other aspect of the Products provided under this Contract, including any implied warranties, warranties of fitness for a particular use and, except for the representations and warranties made by Power Survey hereunder, once the Products provided by Power Survey have been accepted by the Customer, said Products are deemed to be accepted by the Customer on an "as is" basis. For greater certainty, the Customer waives Power Survey's statutory legal warranty of quality at Article 1726 of the Civil Code of Quebec to the fullest extent permitted by law.

In any event, the liability of Power Survey hereunder shall be limited to the amount of the Contract price.

7 Approval drawings / Approval process / Equipment lead time

Approval drawings are typically supplied two (2) to three (3) weeks (ARO) after receipt of order for Low Voltage Product and three (3) to four (4) weeks for medium voltage Product and this will be noted in the quotation. Shorter times are possible and are dependent on the project.

Once the drawings are submitted to a Buyer, Power Survey allow a period of two (2) weeks for the Buyer to approve the drawings. Drawings marked approved or an email stating "Approved as Submitted" will then release the project to production.

Should drawings be returned for revision in regards to information or typographical errors, the drawings will be corrected and resubmitted in a timing mutually agreed upon.

Should drawings be returned for revision in regards to additional material outside the scope of supply, which shall affect the price and delivery time, then an Engineering Change Order detailing the change will have to be approved by the Buyer, in a timing mutually agreed upon.

Power Survey reserves the right to charge three percent (3%) per week based on the quoted price of the Product if the approval by the Buyer extends beyond the two week allocated time as noted above.

Product lead time depends on the type of Product, its complexity and the level of customization. The typical lead time is specified on the proposal and confirmed at the reception of the purchase order.

8 Repairs

Any Product returned for repair will be evaluated to determine whether the repair can be done by the Seller or must be returned to the supplier. We will advise the Buyer the costs of the repair and proceed with the repair upon its authorization. The Buyer is responsible for all freight and handling charges.

9 Credit account

We accept purchase orders (P.O.) from Customers with approved credit accounts. In order to be considered for credit, a new or existing C.O.D. Buyer must submit a single order in excess of \$500 (excluding shipping charges). The credit application can be submitted with the order, but you must allow up to five (5) business days for processing. The credit approval form is available by contacting us at info@powersurvey.com.

Customers with or without approved credit may choose to pay using cash, EFT, or company cheques.

10 Credit account terms

Our terms are Net 30 days from invoice date.

Our shipping terms are ExWorks Power Survey, Saint-Laurent.

10.1 Orders Under \$100,000.00:

Net 30 days. All invoices have to be paid in full (100%) thirty (30) days after the invoicing date.

10.2 Orders Above \$100,000.00:

On orders above \$100,000.00 progressive payment terms shall apply as follow (otherwise specified in our quotation):

- Twenty percent (20%) on reception of the purchase order
- Fifty percent (50%) upon Drawing Approval
- Thirty percent (30%) upon shipment of the Product or goods.

If your account has been inactive for eighteen (18) months or longer, your credit line will need to be reinstated. Please allow up to five (5) business days for verification of credit information.

You can help us to continue offering our great prices and outstanding technical support by keeping your account balance current. Any account over thirty (30) days past due will be placed on credit hold and subject to interest charges of one point five percent (1.5%) per month (eighteen percent (18%) per annum) on the unpaid balance. In the event of a returned cheque, a twenty-five dollars (\$25) fee will be added to your account. Delinquent accounts will be referred to our credit agency for collection.

11 Electronic Fund Transfer (EFT)

We encourage our Customers to use EFT. Please contact us for banking information. Bank fees are at Buyer's expense.

12 Terms and conditions

By placing an order at Power Survey, you accept the present terms and conditions, which you acknowledge having received and understood.

13 Invoicing options

For Customers with terms, invoicing options are e-mail, in Adobe PDF format. If you require paper invoices, please contact our accounting department.

14 Cancellation

Once an order has been accepted by Power Survey, it may be cancelled only with our consent and upon such conditions as we may authorize. Cancellation charges may apply.

15 Force Majeure; plant Shutdowns

Neither Power Survey nor Buyer shall be liable for loss or damage, resulting from any delay or failure in performing any of its obligations under the Contract arising from any cause beyond its reasonable control, which could not have been foreseen or avoided in whole or in part by such party and which affects either Buyer or Power Survey. Such cause shall include: (a) governmental action or lack of action, governmental restriction or control; (b) plant shutdowns or reduction in production in respect of one or more Product plants by mechanical or other failure; (c) tidal wave, earthquake, storm, adverse weather conditions, national emergency, typhoon, flood, fire, explosion, epidemic, acts of God, accident; (d) total or partial unavoidable breakdown of delivery facilities; or (e) shortage of fuel stock, fuel and utilities and the suspension of power supply affecting one or more production plants. In the event that any plant used by Power Survey is shut down in whole or in part, for any reason, or production is reduced at any such plant, Power Survey shall not have any obligation to Buyer in respect of any failure or delay to provide Product during such shutdown period and shall not have any obligation to procure Product from third parties.

16 Indemnification; Limitation of Claims

Buyer shall indemnify and defend Power Survey, Power Survey's parents, subsidiaries and affiliated entities, and their respective agents and employees (the "Indemnified Party") against claims of injury (including death) or property damage (collectively "Losses") (a) arising out of Buyer's breach of its obligations under the Contract, or (b) arising during the period in which Buyer, Buyer's agent or carrier, or Buyer's exchange partner taking physical delivery of Products sold under the Contract, has custody of Products.

"Losses" shall include (i) all liabilities, damages, losses, claims, settlement payments, costs and expenses, interest, awards, judgments, fines, fees and penalties and other charges (other than the expenses in subsection (ii)); and (ii) all court filing fees, court costs, arbitration fees or costs, witness fees, and each other fee and cost of investigating and defending or asserting a claim for indemnification under the Contract, including attorneys' fees, other professionals fees and disbursements.

Buyer's indemnification obligations as set forth in this Section 16 do not apply if Buyer demonstrates that the Products' nonconformity with specifications was the primary and predominant cause of such damages, personal injury or death. Except as agreed in the limited warranty set forth above, Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any Product, whether based in contract, warranty, negligence or other tort, strict liability or otherwise. Seller is not liable for any premium transportation, reprocurement, or other costs or losses incurred by Buyer as a result of any delay not caused by Seller.

SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EQUIPMENT DOWNTIME, COST OF ANY SUBSTITUTE FOR PRODUCTS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY. THIS LIMITATION SHALL APPLY NOTWITHSTANDING A FINDING THAT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17 Compliance with Law / Import & Export Control

- a) Buyer shall be responsible for processing all registrations and importations permits to import the Products and shall comply, prior to importing the Products, with all applicable laws and other requirements including, but not limited to, those regarding labeling, safety and usage, handling and disposal of hazardous materials, import and export of materials, and with all other applicable laws and regulations.
- b) The Buyer shall full comply will all applicable laws and regulations and shall neither take, nor refrain from taking, any action that could result in liability for either the Buyer or Seller under any applicable foreign or domestic laws, including the Corruption of Foreign Public Officials Act, the OECD Anti-Bribery Convention or any other anti-bribery law or treaty, or applicable laws and regulations concerning economic and trade sanctions and anti-terrorism under the United Nations Act, Special Economic Measures Act, Anti-Terrorism Act and the Criminal Code, or export control laws, including under the Export and Import Permits Act.
- c) Buyer confirms that (i) it is not located in (or a national resident of) any country under Canadian or U.S. Economic embargo or sanction; (ii) it is not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern or Canadian equivalent, on the U.S. State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list or any Canadian equivalent, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations (15 CRF 744); and (iii) the Product may not be exported, re-exported, transferred or downloaded to any such entity.

18 General

Failure by either party, at any time or from time to time, to require the performance by the other of any term hereof shall not constitute a waiver of such term or provision. The invalidity, in whole or in part, of any term herein, shall not affect any other term, each of which shall be enforced to the full extent permitted by law. Buyer may not assign or transfer any rights or obligations under the Contract or other agreement governed by these terms without the prior written consent of Power Survey. Each party shall treat and keep as confidential the terms of the Contract.

19 Entire Agreement

This document supersedes all previous publications. Our terms and conditions apply to all orders and no deviation from our terms are accepted. If your purchase order (PO) or other correspondence lists terms that are different from ours, we may process your order, but we do not accept the terms unless we consent in writing. We reserve the right to change our terms and conditions of sale at any time and without prior notice. Our terms and conditions in effect on the day an order is accepted shall apply without deviation. All orders are subject to acceptance by Power Survey at our company head-quarters.

The Contract embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to the subject matter of the Contract. None of Buyer's terms and conditions, if any, contained in Buyer's purchase order, bid, or other document, shall apply or be deemed to amend the Contract. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of the Contract will be binding or be used to qualify, explain or supplement any of these terms and conditions unless the party to be bound has agreed in writing, and no modification shall be effected by the acknowledgment or acceptance of sale or shipping instruction forms containing terms and conditions at variance with or in addition to those in the Contract.

20 Governing Law

The Contract shall be governed by the laws of the Province of Québec, without given effect to its conflicts of laws principles. The United Nations Convention on the International Sale of Goods will not apply.