

CLIMATEWORX INTERNATIONAL, A DIVISION OF BEMPRO GLOBAL GROUP INC.
TERMS AND CONDITIONS

1. Definitions: "Client" means the person identified as the client on the Quotation. "ClimateWorx" means ClimateWorx International, a Division of Bempro Global Group Inc. "Products" mean the products described in the Quotation. "Quotation" means the product quotation attached to these terms and conditions which incorporates the terms and conditions set out herein.
2. Acceptance: This Quotation constitutes ClimateWorx's offer to Client and is subject to withdrawal at any time prior to communication of Client's acceptance of this Quotation to ClimateWorx. Any options/accessories not listed in the Quotation are not included. The Quotation is valid for thirty (30) days from the date of issuance. Acceptance of the Quotation must be accompanied by written purchase order containing the following information: (a) exact product specifications, (b) prices, (c) expected delivery date and signature of authorized purchaser. Upon Client's written acceptance of the Quotation within such thirty (30) day period, the terms and conditions set forth herein will constitute the entire agreement relating to the purchase of the Products. ClimateWorx objects to, and specifically rejects, any terms and conditions proposed by Client which are inconsistent with or in addition to the terms and conditions contained in this Quotation.
3. Prices, Invoicing and Payment: Client will pay ClimateWorx the amount set forth in this Quotation in accordance with the payment schedule set forth in the Quotation. Final payment for the Product is due upon factory completion of the Product order unless credit terms have been applied for and approved by ClimateWorx's Credit Department and the credit limit is sufficient to accommodate the Product order. ClimateWorx reserves the right, among other remedies, to terminate or suspend further delivery against a Product order in the event the Client fails to pay for any portion of the order when it becomes due. Should Client's financial condition become unsatisfactory to ClimateWorx, cash payments or satisfactory security may be required by ClimateWorx for future deliveries or for goods already delivered. Pricing set forth in the Quotation does not include duties, installation, commissioning, field supervision, training, installation materials (including line set and piping accessories) or labour, and is exclusive of any and all freight costs. All prices set forth in the Quotation are subject to change at time of acceptance and/or time of deliver due to supply chain volatility. Client will pay any applicable excise, sales, use or similar tax imposed in connection with the sale of Products to Client. All amounts set forth in the Quotation are exclusive of any applicable excise, sales, use or similar tax imposed in connection with the sale of Products which taxes be paid at the date and in the manner for the time being prescribed by law. Any amount payable hereunder that is not paid when due and payable shall bear interest, payable on demand, at 18% per annum, calculated from the date of non-payment until paid in full.
4. Changes/Cancellation. Client may change or cancel any Product order for upon written notice to ClimateWorx. Changes to a Product order after the order has been released to production are subject to additional charges. Any specification change is subject to a minimum engineering change fee of \$200 and may have an impact on the price and delivery date. All cancellations of a Product order are subject to a cancellation charge to be determined by ClimateWorx with a minimum equal to 20% of the total order price.
5. Delivery: The Products will be delivered within a reasonable time after the receipt of Client's written acceptance of the Quotation. ClimateWorx shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, ClimateWorx shall deliver the Products to location set out in the Quotation. All Products will be shipped free on board (Incoterms 2000) ClimateWorx's factory (the "FOB Point"), and in accordance with ClimateWorx's regular transportation, packaging and labeling standards unless otherwise mutually agreed by the parties. The Client will take title to and assume risk of loss for all Products at the FOB Point.
6. Returns: All returns are subject to ClimateWorx prior written approval. Prior to returning any Product, written approval and a Returned Goods Authorization number (R.G.A. #) must be issued by ClimateWorx, whereupon ClimateWorx will provide shipping instructions. Credit is issued at ClimateWorx's discretion and is subject to adjustment after factory inspection of returned Products. If ClimateWorx agrees to the return, credit will be allowed less a minimum 25% handling charge (minimum \$200.00) and transportation costs. ClimateWorx reserves the right to refuse returns of merchandise.
7. Warranties: ClimateWorx warrants title to the goods. Further obligations of ClimateWorx shall be limited to its warranty covering the Product at time of shipment; provided, however, that ClimateWorx shall have no obligation to Client for any defects in the Products that have been caused by (a) Client's shipment or storage of the Products, (b) accident or act of God, or misuse, neglect, abuse, mishandling, misapplication, modification, alteration by Client or any third party, or improper installation, service, operation testing, checkout or maintenance by Client or any third party, or (c) failure by Client or any third party to follow the instructions, cautions, warnings, and notes set forth in the Specification, and any other direction from ClimateWorx. Unless other expressly stated in the Quotation, any claim for breach of warranty hereunder must be made within one (1) year of the date of shipment of the Product.
8. Claim Procedure. Client will promptly notify ClimateWorx in writing regarding any warranty claim in respect of a Product within the applicable warranty period and will include with such notification all available information relating to such warranty claim. Client will cooperate with ClimateWorx in ClimateWorx's verification of the validity of such warranty claim. Subject to ClimateWorx's right to dispute a warranty claim, ClimateWorx shall, during the applicable warranty period, at ClimateWorx's sole and absolute discretion, either: (a) repair the defective Product, or (b) replace the defective Product with a new Product. The repair or replacement of the defective Product shall constitute Client's sole and exclusive remedy for any breach of the warranties. Under no circumstances shall ClimateWorx be liable for any costs or expenses incurred by Client or any third party related to the installation, replacement and/or use of the repaired

or replaced Product, including any labour costs or expenses or costs incurred for the adjustment, modification and/or replacement of other equipment. ClimateWorx's sole, exclusive and full liability under its limited warranties set forth herein will be to replace any defective Product as described above. The warranties set forth herein are exclusive and are in lieu of all other warranties, whether arising from course of dealing, course of performance or trade usage, or whether oral, written, express, implied or statutory (including the warranties of non-infringement, merchantability and fitness for a particular purpose), all of which are waived by Client.

9. Limitation of Liability. ClimateWorx shall not be liable or responsible to Client for any special, indirect, incidental, exemplary, consequential or punitive damages arising out of or in connection with the Product, including any loss of use, cost of substitute equipment, facilities or services, or downtime costs, even if ClimateWorx had been advised or is aware of the possibility of such damages. ClimateWorx's liability for monetary damages to Client with respect to a Product shall not exceed the total amount paid by Client for such Product.

10. Confidentiality: All information, including without limitation, prices, designs, drawings, specifications, samples, formulas, processes, data, and instructions, furnished or disclosed by ClimateWorx to Client in connection with placing or filling this Quotation ("Confidential Information") will be treated as confidential and proprietary information of ClimateWorx. Client will not (a) disclose ClimateWorx's Confidential Information to any third party; or (c) use ClimateWorx's Confidential Information except in its fulfilment of this Quotation. In addition to all other remedies available to ClimateWorx at law or in equity, ClimateWorx will be entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of this Section, without the necessity of posting bond or proving actual damages.

11. Dispute Resolution: If there is any controversy or claim arising out of or relating to this Quotation that has not been resolved, a written description of such claim will be provided to the other party and a good faith effort to resolve the problem will be made by both parties prior to proceeding to arbitration. Any controversy or claim arising out of or relating to this Quotation (except where injunctive relief is claimed) that is not settled through the parties good faith efforts will be finally determined by binding arbitration. Matters referred to final and binding arbitration pursuant to this Quotation will be arbitrated in accordance with the *Arbitration Act, 1991* (Ontario) and in accordance with the following procedures: (a) the arbitration will be conducted by a single arbitrator appointed by mutual agreement of the parties or, in the event of failure to reach agreement within 15 days, either party may apply to a judge of an Ontario court of competent jurisdiction to appoint an arbitrator; (b) the arbitrator will be qualified by education and training to pass upon the matter to be decided; (c) the arbitrator will be instructed that time will be of the essence in proceeding with the determination of the dispute; (d) the arbitration will be conducted in Toronto, Ontario or such other location as may be agreed to by the parties; (e) the arbitration decision will be in writing and will be final, binding upon the parties and not subject to any appeal; (f) each party will bear its own costs relating to such arbitration, and the parties will equally share the arbitrator's fees; and (g) the arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that adequately protects the confidential nature of the parties' proprietary and confidential information. In no event will any arbitration award provide a remedy beyond those permitted under this Quotation, and any award providing a remedy beyond those permitted will not be confirmed, no presumption of validity will attach, and such award will be vacated.

12. Governing Law: This Quotation will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties expressly waive the application of the United Nations Convention for the International Sale of Products.

13. Independent Contractor: Client and ClimateWorx are and will remain independent contractors with respect to each other, and nothing in this Quotation will be construed to place Client and ClimateWorx in the relationship of partners, joint venturers, fiduciaries or agents.

14. Miscellaneous: No failure or delay on the part of Client to exercise any right, remedy, or power under this Quotation will operate as a waiver thereof. No waiver of any breach or of any terms or conditions of this Quotation will be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the same or of a different nature or any other order given by Client to ClimateWorx. No waiver will be valid unless it is in writing and signed by Client. This Quotation will be binding upon, and will inure to the benefit of, Client, ClimateWorx and their successors and permitted assigns. Without Client's prior written consent, ClimateWorx will not assign this Quotation (including monies due from Client under this Quotation) or delegate or subcontract performance of its obligations. Any such purported transfer or assignment without Client's prior written consent will be null and void. Any provision of this Quotation, which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Quotation without affecting the remaining provisions of this Quotation or affecting the validity or enforceability of such provision in any other jurisdiction. Agreements may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement. Electronic or facsimile signatures will be deemed to be original signatures. Neither party will be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, threatened acts of terrorism, pestilence or epidemic, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.