



STANDARD TERMS AND CONDITIONS OF SALE

Article 1: Applicability

- 1.1 All goods and services offered for sale by Jevor Inc. (hereinafter referred to as "Jevor") are sold subject to the terms and conditions stated herein.
- 1.2 Jevor expressly limits all sales of goods and services to the terms and conditions contained herein. Any additional, different or inconsistent terms proposed by any other party, whether in writing or otherwise, are hereby objected to and rejected, and Jevor shall not be bound by any such additional, different, or inconsistent terms, including any standard terms and conditions of sale of the customer, unless Jevor expressly agrees to such terms in writing signed by an authorized signing officer of Jevor.
- 1.3 Acceptance of these standard terms and conditions of sale occurs on the happening of any one or more of the following (a) written acceptance; (b) the customer placing an order for goods and services with Jevor; (c) failure by a customer to object, within a reasonable period of time, following knowledge of Jevor's commencement of performance on account of an order from the customer; or (d) the customer's acceptance and receipt of goods or services from Jevor and failure by the customer to reject the goods or services at the time of delivery or in writing within ten (10) business days following delivery.

Article 2: Offers by Jevor

- 2.1 All offers made by Jevor with regard to the sale of goods and/or services are made without engagement.
- 2.2 In the event the customer provides specifications, designs, illustrations, drawings, models, software and other data ("Data") pertaining to the goods and services of Jevor, the goods and services to be provided by Jevor will be based on such Data, regardless of any inaccuracies or incompleteness of the customer's Data. Jevor shall assume no liability for any damages or losses resulting from the customer's Data being in any way incomplete, inaccurate, inapplicable or flawed, including where Jevor knew or ought to have known of same.
- 2.3 If an offer to supply goods and services is made to a customer by Jevor, such offer will be deemed accepted by the customer if (a) Jevor receives written notice from the customer of the customer's acceptance; or (b) the customer fails to reject Jevor's offer within fourteen (14) business days from the date the offer is made and Jevor reasonably believes the offer was accepted.
- 2.4 If an offer to supply goods and services is made to a customer by Jevor and the offer is not accepted, Jevor reserves the right to charge the customer, and the customer shall pay Jevor for any reasonable costs or expenses incurred by Jevor as a direct result of preparing and delivering the offer to the customer.

Article 3: Intellectual Property

- 3.1 Unless agreed otherwise in writing between the customer and Jevor, Jevor shall retain all proprietary rights in and to any intellectual property, offers, advice, designs, illustrations, drawings, test models, software, and other Data pertaining to the goods and services provided and supplied by Jevor. This section shall survive the completion, cancellation or termination of any offer, order or sale of any goods or services by Jevor.
- 3.2 The sales of goods and services by Jevor do not convey to the customer any ownership, licence or rights Jevor may have to or in the goods, services, processes, operations, or sales literature it provides to customers.
- 3.3 All information and Data provided to the customer by Jevor in connection to the sale of goods and services to the customer shall be deemed to be given and received in confidence, unless and only to the extent that it is covered by a separate written agreement.
- 3.4 The customer hereby agrees, upon written request made by Jevor, to return and deliver to Jevor within the time period set out by Jevor in the written notice for the return and delivery, any and all Data supplied by Jevor to the customer in connection with the sale of goods and services that was not included in the offer or order, or was otherwise provided by Jevor solely for the purposes of assisting Jevor in carrying out its obligations under any offer or order and was never intended to be retained by the customer upon completion, cancellation or termination of the sale of goods and services. For greater certainty the customer has no right to retain any information or Data that does not relate directly to an order.
- 3.5 The customer acknowledges that a breach or threatened breach of any provision of this Article 3 will result in Jevor suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, in the event of a breach or threatened breach of any provision of this Article 3, the customer agrees that Jevor will be entitled to interim and permanent injunctive relief, specific performance and other equitable remedies, in addition to any other remedies to which Jevor may become entitled.

Article 4: Delivery

- 4.1 Unless otherwise agreed to in writing, the customer shall be responsible for all transportation charges.
- 4.2 Unless otherwise agreed to in writing, products shall be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of Jevor, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced to the customer.
- 4.3 Delivery and performance dates quoted to the customer or otherwise communicated to the customer are approximate only and are based on conditions at the time of acceptance of an offer or delivery of a purchase order by the customer.
- 4.4 Delivery and performance dates may change if any change or modification is made to an offer or purchase order after the customer is quoted a delivery date.
- 4.5 The delivery of goods and services by Jevor is subject to (a) the receipt of all Data required to be supplied by the customer to Jevor; (b) the receipt of payment in full of any amounts that are required to be paid by the customer prior to any delivery date; and (c) the fulfillment of all conditions applicable to the customer that are necessary for delivery. The failure of the customer to discharge any of his, her or its obligations in this section may result in a delay in delivery and an increase in the purchase price.
- 4.6 Jevor will make commercially reasonable efforts to meet any delivery date(s) quoted to the customer. However, under no circumstance shall Jevor be liable to the customer for any reasonable delay in shipment or failure to meet any quoted delivery date(s) or for any reasonable delay in performance there under.
- 4.7 If Jevor suffers a delay in delivery or performance by any of its suppliers or contractors, the time for delivery or performance shall be extended for such period of time as is equal to the period of the delay expressed by Jevor. Jevor will give the customer notice within a reasonable time after Jevor becomes aware of such delay or anticipated delay.
- 4.8 Jevor shall have the right to indefinitely postpone or suspend the time for delivery and performance due to unforeseen circumstances or due to any cause beyond its control, including without limitation, acts of God, wars, riots, embargos, acts of civil or military authorities, fires, floods, accidents, strikes, transportation delays or shortages, inability to obtain material or supplies, excessive demand for goods and services over available supply, interruption for any reason in the manufacture of goods, customs delays, or other causes not within Jevor's control.
- 4.9 If a delivery date is exceeded, Jevor shall not, under any circumstances, be liable to the customer for compensation, unless this compensation has been agreed to in writing by Jevor.
- 4.10 Jevor reserves the right to change the part number, design, dimensions, weight or specifications of the goods ordered by the customer when same becomes necessary, provided any such change or modification to the goods ordered by the customer do not change or modify the quality or fitness of the goods.

Article 5: Transmission of Risk

- 5.1 For any sale of goods, title and risk of loss or damage in the goods shall pass to the customer when Jevor makes them available to the customer. This includes, without limitation, any risk of loss or damage as result of storage, loading, carriage, and unloading of the goods after the goods have been made available to the customer.
- 5.2 Goods are deemed to have been made available to a customer at the earliest occurrence of (a) the date set out in the purchase order or written notice provided to the customer indicating when the goods ordered are available and where the customer may pick them up; (b) the time possession of the goods are transferred to the customer directly at Jevor's place of business, or at another place agreed to by Jevor and the customer as the place of delivery, if delivery is not made by a common carrier; or (c) the time possession of the goods are transferred to a common carrier, FOB Jevor's facility, as the case may be, regardless of whether Jevor will install or supervise the installation of the goods.
- 5.3 Where a common carrier is used for delivery of goods, the customer and Jevor hereby agree that in the absence of specific written shipping instructions from the customer, the carrier shall be selected by Jevor and will be the method Jevor deems most reasonable given the circumstances.
- 5.4 Goods held or stored by Jevor for the customer after they have been made available to the customer shall be at the sole risk of the customer, and the customer shall be liable for the expense to Jevor of holding or storing the goods.
- 5.5 If the purchase of goods from Jevor involves a trade-in and the customer continues to use or hold possession of the goods to be traded in pending delivery of the goods ordered from Jevor, the risk of loss or damage in relation to the goods to be traded in shall continue to be borne by the customer until the moment at which the goods to be traded in are transferred to Jevor's possession.
- 5.6 The customer shall be liable for any loss, theft or damage occasioned to the property of Jevor that is located at the customer's place of business, or at the location where the goods and services ordered by the customer are to be provided, save and except Jevor's place of business.

Article 6: Changes to Goods or Services

- 6.1 Accepted offers or purchase orders accepted by Jevor are not subject to change, modification, variation or cancellation by the customer after acceptance, except with Jevor's written consent and upon payment of any reasonable charges to cover the cost or loss incurred by Jevor as a result of the change, modification, variation or cancellation, including, without limitation, charges incurred for labour or material costs, overhead, or commitments made by Jevor.
- 6.2 Any change, modification, variation or alteration to the goods and services as a result of (a) alteration in customer's design or specifications or other Data; (b) inaccurate information and Data provided by the customer; or (c) inaccurate estimate in quantity, shall result in a change to the quoted price of such goods and services.

Article 7: Performance

- 7.1 The customer shall ensure and use its best efforts to ensure that (a) Jevor can carry out its obligations under the offer or purchaser order without unreasonable interference or interruption; (b) the customer and Jevor can carry out their respective obligations at the agreed time; and (c) Jevor will have access to all necessary and appropriate facilities, including, without limitation, access to gas, water, electricity, heating and a lockable and dry storage room.
- 7.2 The customer shall ensure that the facilities at which Jevor will be required to provide goods or services, comply with all work, health and safety laws, regulations and guidelines.
- 7.3 The customer shall ensure that all licences, exemptions and other decisions or authorizations that are necessary in order for Jevor to carry out its obligations are obtained on a timely basis.
- 7.4 The customer shall be liable to Jevor for any costs, loss or damage incurred or sustained by Jevor as a result of the customer failing to fulfill its obligations under the offer or order.
- 7.5 The completion of the delivery of goods and services by Jevor will be deemed to occur on the earliest occurrence of (a) the customer providing written acceptance of the goods and services to Jevor; (b) the customer uses or otherwise benefits from the goods or services provided by Jevor, and, if the customer uses only part of the goods and services, such part shall be deemed to have been completed; (c) Jevor giving written notice to the customer that the work has been completed and the customer does not indicate in writing, within fourteen (14) days of receipt of the notice, whether or not the goods and services have been approved; or (d) the customer does not approve the goods and services on account of minor defects or missing parts which can be repaired or supplied within thirty (30) days and which do not prevent the use of the goods and services.
- 7.6 If the customer does not accept the goods or services provided by Jevor, the customer shall provide written notice to Jevor within fourteen (14) days of receipt of the goods and services from Jevor, indicating its non-acceptance and setting out in detail the reason for the non-acceptance. If the reason for non-acceptance can be remedied by Jevor, the customer must provide Jevor with the opportunity to remedy the non-acceptance and make the goods and services available to the customer for acceptance again.
- 7.7 Jevor shall be entitled to suspend or terminate performance and delivery of any goods and services if performance is permanently impossible and beyond either of the parties' reasonable control, or if a temporary event making performance impossible beyond the parties' reasonable control has lasted for longer than six (6) months from the quoted delivery date. Upon such suspension or termination by Jevor, the offer or purchase order shall be terminated in respect of such part(s) of the obligations which have not yet been performed, and the parties shall not be entitled to compensation for damages or losses suffered or yet to be suffered as a result of the termination.
- 7.8 Any inspection by the customer of goods used or supplied by Jevor must be stipulated in writing prior to any offer and any purchase order, and is subject to reasonable charges and safety and security conditions. The customer shall have no right of access to Jevor's facilities except as specifically authorized in advance by Jevor. The customer shall indemnify and save Jevor harmless from any and all suits, damages and expenses of the customer or its agents resulting from personal injury, including death, or loss or damage of property occurring during or in connection with any such inspection.

Article 8: Limitation of Liability

- 8.1 Jevor's maximum liability to the customer as a result of the breach of, or arising out of any agreement for the sale of goods and services, shall be limited in amount to the net purchase price of the goods or services being sold to the customer by Jevor there under.
- 8.2 In no event shall Jevor be liable for any special, consequential, incidental, economic, direct, indirect or other damages, including, without limitation, loss of profit, whether or not Jevor has been advised of the possibility of such loss, however caused, including, without limitation, as a result of any breach or repudiation of any agreement or contract, breach of warranty, negligence, or otherwise.
- 8.3 The customer shall indemnify and save Jevor harmless against all claims and liability which may arise out of any third party claim against Jevor as a result of a defect in a product that is supplied to a third party by the customer that consists wholly or partly in products or services provided by Jevor.

Article 9: Warranty

- 9.1 Jevor warrants that, as of the date of delivery of all goods and/or completion of services provided by Jevor, the goods and services shall be free from defects in material and workmanship under normal use and service when correctly stored, installed, used and maintained by the customer and such warranty will extend for a period of one (1) year from the date of delivery or completion.
- 9.2 With respect to services provided by Jevor to the customer for maintenance purposes, Jevor warrants such services shall be free from defects in workmanship for a period of three (3) months from the date of completion of the maintenance services.
- 9.3 With respect to services provided by Jevor to the contractor under a construction project, Jevor warrants that the construction will be free from defects in material and workmanship for a period of one (1) year from the date of completion of the construction provided Jevor was provided with a reasonable opportunity to select the materials and services provided.
- 9.4 In the event of a warranty claim with respect to the construction or materials used, Jevor shall repair or replace the materials, provided (a) the parts or material which Jevor is to repair or replace are sent to Jevor free of charge; and (b) any expenses relating to the dismantling and assembly of these parts or traveling and accommodation incurred by Jevor are paid by the customer, unless otherwise agreed in writing.
- 9.5 With respect to refurbished goods provided by Jevor to the customer, Jevor warrants that such refurbished goods shall be free from defect in material and workmanship for a period of ninety (90) days from the date the goods are delivered to the customer.
- 9.6 With respect to any goods or materials supplied by Jevor that have a factory warranty, Jevor shall advise the customer of such factory warranty and the factory warranty shall supercede the warranty contained in this Article 9. The existence of a factory warranty shall not, in any circumstances, have the effect of extending the warranty periods set out in this Article 9 regardless of whether or not Jevor notified the customer of such factory warranty.
- 9.7 No warranty extended by Jevor shall apply to (a) any goods which have been modified or altered by persons other than Jevor; (b) any goods subjected to any misuse, neglect, non-maintenance, defective maintenance, improper storage or handling, or accidental damage; (c) defects in any goods and services that are a result of normal wear and tear; (d) any goods manufactured, assembled, installed, maintained or repaired by a person other than Jevor; (e) any used, old or refurbished goods that are not considered new at the moment of delivery; or (f) any defects known to the customer or which the customer ought to have known at the time of delivery or completion and failed to assert a warranty claim with fourteen (14) days of delivery or completion.
- 9.8 Jevor's exclusive obligation under the warranties set out in this Article 9 is, at Jevor's discretion, (a) to repair the defective goods and services; (b) to supply replacement goods or services free of charge or at a reduced price; (c) to refund to the customer the purchase price paid for the defective goods or services or a part thereof; or (d) to grant credit for the value of the goods or services found to be defective under this warranty. Jevor is not required or obligated to reimburse or make any allowance to the customer for any labour charges incurred by the customer for replacement or repair of any goods unless such charges are authorized in advance in writing signed by an authorized officer of Jevor.
- 9.9 To assert a warranty claim under this Article 9 (a) the customer must provide Jevor with written notice of any defect, within ten (10) days after discovering the defect and within the applicable warranty period, indicating with reasonable detail the reason and nature of the warranty claim; (b) the customer shall give Jevor reasonable access to the goods and the relevant records and data; and (c) Jevor's inspection must reveal that the customer's claim is valid under the terms of this warranty. Claims made after the warranty periods as set out above are not covered by this or any other warranty offered by Jevor.
- 9.10 THE WARRANTY SET OUT IN THIS ARTICLE 9 IS SUBJECT TO LIMITATIONS AS SET FORTH HEREIN. JEVOR MAKES NO WARRANTY OTHER THAN THE WARRANTY SET FORTH HEREIN. THE WARRANTY IS EXCLUSIVE AND CONSTITUTES JEVOR'S SOLE LIABILITY AND THE CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY CLAIM HEREUNDER AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHER IMPLIED WARRANTY OF QUALITY, ALL OF WHICH JEVOR HEREBY DISCLAIMS.

Article 10: Payment

- 10.1 Any and all prices quoted by Jevor are subject to adjustment on account of specifications, quantities, delivery, shipment, exportation, or other terms and conditions that are not part of the original price quotation.
- 10.2 All prices and charges quoted are in Canadian currency.
- 10.3 All prices quoted for the sale of goods and services are based on delivery ex works and are exclusive of all taxes, duties, fees, shipping and handling costs, tariffs, customs and other costs, unless expressly set out in the written quote, and any and all prices quoted may be subject to increase by the amount of any and all such taxes, duties, fees, shipping and handling costs, tariffs, customs and other costs which Jevor may be required to pay or collect upon the delivery of the goods and services and/or the completion of the sale. If the customer is exempt from payment of any taxes, duties, fees or costs they must provide Jevor with sufficient evidence of same before the sale or delivery of goods or services.
- 10.4 Jevor specifically states that any and all quoted prices, unless set out in writing otherwise, do not include (a) the costs of groundwork, pile-driving, cutting, breaking, foundation work, bricklaying, woodwork, plastering, painting, wallpapering, repairs or other construction work not specifically set out in the offer or order; (b) the costs associated with the usage of gas, water, or electricity, their connections and other infrastructure facilities that are not specifically set out in the offer or order; (c) the costs of preventing or mitigating damage to goods present at or near the job site; (d) the costs of removing or disposing of materials or refuse which is not specifically set out in the offer or order; or (e) traveling and accommodation expenses.
- 10.5 All payments shall be made at the place of business of Jevor or by remittance to an account designated by Jevor.
- 10.6 Unless otherwise agreed in writing, all sales of goods and services that are completed at Jevor's place of business, shall be paid in cash to Jevor, and all other sales made in Canada shall be payable within thirty (30) days of the date of the invoice.
- 10.7 Unless otherwise agreed in writing, payment on export orders outside of Canada shall be made by irrevocable confirmed letter of credit payable in Canadian dollars against Jevor's invoice and standard shipping documents. Such letter of credit shall be in amount equal to the full purchase price of the goods and services and shall be established in a bank acceptable to Jevor.
- 10.8 The full balance owing by the customer to Jevor in connection with each sale of goods or services to the customer will become fully due and payable prior to the payment date stipulated in the offer or purchase order, if any of the following events of default occur (a) failure to pay the full amount of any instalment payment when same becomes due and payable; (b) the customer becomes Bankrupt or insolvent or compounds its debts with its creditors or a receiver has been appointed for the customer; (c) the property or accounts receivable of the customer are seized; (d) the customer commences any winding-up or dissolution or liquidation proceedings; or (e) the customer dies or becomes incapacitated.
- 10.9 Any and all overdue balances owing to Jevor by the customer will be subject to interest at a rate of 1.5% per month (18% per annum), to the extent permitted by law, and all partial payments received from the customer shall be firstly applied to any accrued interest, and secondly applied to the principal balance owing.
- 10.10 The customer will be responsible for all costs, legal fees, and other expenses incurred by Jevor in relation to collecting payment from the customer of any overdue balance.
- 10.11 Unless otherwise agreed in writing, if deliveries are made in instalments, each instalment shall be separately invoiced and paid for when due without regard to other deliveries.



- 10.12 Any amounts owed by the customer shall be paid without set-off for any amounts which the customer may claim are owed by Jevor, regardless of any controversies, disputes or claims that may exist.
- 10.13 Jevor hereby reserves and the customer hereby grants to Jevor a purchase money security interest in and to any and all products sold to the customer and the proceeds thereof, in the amount of its purchase price and any applicable interest. In the event of default by the customer of any of its obligations to Jevor, Jevor shall have the right, in addition to any other rights and remedies available to Jevor, to repossess the goods sold hereunder and without liability to the customer. In such event, the customer agrees to make the goods available to Jevor so that Jevor can repossess them without a breach of peace. In order to perfect Jevor's security interest hereby reserved and granted, and upon the request of Jevor, the customer shall execute such financing statements and other instruments as Jevor may reasonably require to perfect its security interest.
- 10.14 The customer hereby agrees not to mortgage, charge or otherwise encumber the goods sold by Jevor until Jevor has received full payment of the balance owing for the goods.

Article 11: Export

- 11.1 The goods or services provided by Jevor may be subject to export and import controls and regulations of Canada, the country of manufacture, or the country of shipment, and, as such, acceptance of an offer or order and delivery of goods and services is conditional upon the compliance with applicable export or import controls. Jevor will have no obligation to sell or deliver any goods or services until all required export or import controls and requirements are complied with.
- 11.2 No goods sold by Jevor may be exported or re-exported unless such export or re-export complies fully with all applicable export controls and lien restrictions.

Article 12: General

- 12.1 The failure of Jevor to enforce at any time any of the provisions of this agreement, or to exercise any right, election or option provided herein, shall not be a waiver, and shall in no way be construed as a waiver, of such rights, election or option, nor shall failure in any way be construed to affect the validity of this agreement or any part thereof, or the right of Jevor thereafter to enforce each and every such provision
- 12.2 This agreement, any offer or order for the sale of goods and services and the documents and services contemplated by or delivered under or in connection therewith, shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of such province and all courts competent to hear appeals there from.
- 12.3 The headings contained herein are for convenience of reference only and shall in no way define or limit the provisions thereof.
- 12.4 If any term or condition of this agreement is held void or unenforceable, it shall be severed, and every other provision shall be enforced as if the void or unenforceable term or condition had never been a part thereof.
- 12.5 It is agreed and understood that unless the context of this agreement requires otherwise, words importing the singular number shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.
- 12.6 This agreement shall enure to the benefit of and shall be binding on and enforceable by and against the parties and their respective heirs, executors, administrators, successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.
- 12.7 The customer represents and warrants (a) that it has read and understood these terms and conditions and (b) that these terms and conditions are fair and reasonable to the customer.