

General Terms and Conditions for the Sale of Goods

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) by Arrow Speed Controls Limited (“**Seller**”) to the buyer referenced in the attached quotation (“**Buyer**”).

(b) The attached quotation (the “**Quotation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted any purchase order or terms. Fulfilment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows: (a) the Goods are for use by Buyer only and under no circumstances will Buyer re-sell or otherwise provide the Goods to another party without consent of the Seller; (b) the Buyer and its personnel have the requisite knowledge and training required for safe installation, operation and maintenance of the Goods and related systems; (c) Buyer's authorized representative has placed an order on behalf of the Buyer and such representative has the power and authority to enter into this Agreement on behalf of Buyer; and (d) Buyer is authorized and licensed to purchase the Goods pursuant to all applicable laws.

3. Payment Confirms Order.

(a) **Payment.** The Seller shall first deliver a description of the Goods and Quotation to the Buyer. Unless otherwise indicated in the Quotation, payment of the price plus applicable taxes set forth in the Quotation (the “**Price**”) confirms the Quotation and delivery of the Goods shall be made only after the Seller receives payment for the Goods. If the Buyer fails to pay the Price within thirty (30) days from the date of the Quotation, the Quotation shall be automatically cancelled and the Buyer shall be required to place a new Quotation which may be subject to a new price.

(b) **No Set-Off.** Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

4. Delivery.

(a) **Date of Delivery.** Goods will be delivered on or before the date indicated in the Quotation (the “**Delivery Date**”) at Buyer's location indicated in the Quotation (the “**Delivery Point**”). The Buyer agrees that the Delivery Point in the Quotation is final and cannot be amended without the Seller's consent. Any additional costs as a result of such amendment shall be for the account of the Buyer. The Buyer acknowledges and agrees that while the Seller will use commercially reasonable efforts to deliver the Goods by the date indicated in

the Quotation, if applicable; the Seller reserves the right to deliver such Goods within five (5) days after the Delivery Date indicated in the Quotation.

(b) **Shipping, Risk of Loss.** Unless otherwise agreed in the Quotation, Seller will deliver the Goods to Buyer Ex-Works Seller's facility (Incoterms® 2020). For greater clarity, all Prices are quoted exclusive of shipping costs unless requested by the Buyer and specified in the Quotation.

(c) **Partial Shipments.** Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfilment of Buyer's purchase order.

(d) **Title.** Title to the Goods passes to the Buyer upon delivery of the Goods at the Delivery Point. Notwithstanding the foregoing, Seller grants only a license, and does not pass title, for any software provided by Seller as integrated into any Goods.

(e) **Failure to Accept Delivery.** If for any reason Buyer fails to accept delivery of any of the Goods (other than Non-Conforming Goods) on the actual date of delivery, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(f) **Product Returns.** Notwithstanding the foregoing, the Seller reserves the right to accept the Goods back and provide a refund to the Buyer, less a restocking fee in an amount equal to 25% of the Price. Under no circumstances will the Seller accept Goods back that (i) were received by the Buyer more than 90 days before the return date, (ii) are in an open box or in any condition that the Seller deems unsellable, or (iii) are a custom or non-stock item.

5. Inspection and Rejection of Non-Conforming Goods.

(a) **Inspection Timeline.** The Buyer shall inspect the Goods within forty-eight (48) hours of receipt (“**Inspection Period**”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Non-Conforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. “**Non-Conforming Goods**” means only the following: (i) product shipped is different than identified in the Quotation; or (ii) Goods are visibly damaged upon delivery.

(b) **Return or Disposal of Non-Conforming Goods.** Seller, in its sole discretion, may request that the Non-Conforming Goods be returned to the Seller, at the Seller's cost, or disposed by the Buyer strictly in accordance with applicable

laws with proof of such disposal provided to the Seller upon request.

(c) **Refund or Replacement of Non-Conforming Goods.** If the Buyer notifies Seller of any Non-Conforming Goods during the Inspection Period, Seller will, at its option: (i) replacement of such Non-Conforming Goods with conforming Goods, or (ii) a credit or refund equal to the actual price paid by the Buyer for such Non-Conforming Goods. If the Buyer requests a replacement of the Non-Conforming Goods, Seller shall, subject to availability of conforming Goods, ship to Buyer, such replacement Goods within a timeline agreed upon by the parties.

(d) **Sales are Final.** Buyer acknowledges and agrees that the remedies set forth in Section 5(c) are Buyer's exclusive remedies for Non-Conforming Goods. Except as provided in this Agreement, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6. Additional Terms

(a) **Software.** If the Goods consist of or include software, Seller's Software License Addendum shall apply to this Agreement.

(b) **Manufacturer's Terms and Conditions.** To the extent that they do not conflict with this Quotation, Buyer hereby agrees to any additional terms and conditions imposed by the original manufacturer, as applicable, that are attached to this Quotation or which may be attached to or provided with the Goods.

7. Warranties.

(a) **Seller's Warranties.** Seller warrants that (i) the Goods are obtained directly from the original manufacturer or an authorized distributor and are not counterfeit items; and (ii) the Goods have authentic, unaltered original manufacturer labels and other manufacturer's proprietary markings.

(b) **Manufacturer's Warranty.** Buyer acknowledges that: (i) Seller is not the manufacturer of the Goods, (ii) the Goods may be covered by the manufacturer's warranty as included in documentation provided with the Goods and (iii) to obtain warranty services for defective Goods, Buyer must follow the instructions included in the manufacturer's warranty.

(c) **No Additional Warranties.** THE GOODS ARE SOLD ON AN "AS-IS" BASIS. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, SELLER MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE..

8. Limitation of Liability.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS,

WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

9. Termination / Cancellation. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

10. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) natural disasters; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of this Agreement; and (g) national or regional emergency, (h) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances and (i) shortage of adequate power or telecommunications or transportation facilities. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon written notice.

11. Confidential Information. "Confidential Information" means all non-public, confidential or proprietary information of a party (the "**Disclosing Party**"), including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed to the other party (the "**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and

whether or not marked, designated or otherwise identified as “confidential” in connection with this Agreement. Confidential Information does not include information that is: (a) in the public domain; (b) known to the Receiving Party at the time of disclosure; or (c) rightfully obtained by the Receiving Party on a non-confidential basis from a third party. The Disclosing Party will keep the Disclosing Party’s Confidential Information strictly confidential and use such Confidential Information solely for the use of performing this Agreement unless otherwise authorized in advance by the Disclosing Party in writing. The Receiving Party may disclose the Confidential Information of the Disclosing Party to its staff and service providers who have a “need to know”, who have been apprised of the confidentiality restrictions in this Agreement and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Agreement. The Receiving Party will safeguard the Disclosing Party’s Confidential Information to the same degree of care as the Receiving Party does the Receiving Party’s own Confidential Information, but in any event, with no less than a reasonable degree of care. Upon the Disclosing Party’s request, the Receiving Party shall promptly return or permanently erase all documents and other materials containing the Disclosing Party’s Confidential Information. The Disclosing Party shall be entitled to injunctive relief for any violation of this Section. The obligations in this Section will survive termination of this Agreement for any reason.

12. Amendments and Waiver. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Assignment. The Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

16. Governing Law and Choice of Forum. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of British

Columbia, and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, shall be instituted in the courts of the Province of British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding.

17. Notices. Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (other than routine communications having no legal effect) (each, a “**Notice**”) in writing and addressed to the parties at the addresses set forth on the face of the Quotation (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); (b) upon the sender’s receipt of an acknowledgment from the intended recipient (such as by the “read receipt” function, as available, return email or other form of written acknowledgment), if delivered by email; (c) when sent, if sent by facsimile (with confirmation of transmission) on the date of transmission if a business day or if not a business day or after 5:00 p.m. on the date of transmission, on the next following business day.

18. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. Survival. Any covenant or provision of this Agreement which by its express terms is required to be observed, kept or performed after termination hereof, or which by its nature and effect is intended to survive termination of this Agreement shall so survive termination of this Agreement.