

## TERMS & CONDITIONS

The undersigned Purchaser hereby agrees to purchase from JACQUET Montréal INC. (the "Vendor") the goods described above in this Purchase Order for the total amount noted in the Purchase Order. All sales made hereunder shall be subject to the terms and conditions as set out below.

- 1/ The Purchaser agrees to pay to the Vendor the full amount provided for in the Purchase Order and described in the Purchase Order as the Total Amount Payable (the "Purchase Price").
- 2/ Except as otherwise provided herein, the Purchaser must pay all customs duties and taxes relating to the goods. Any increase in the Vendor's costs attributed to the changes made to the calculation of these duties and taxes after the date of the signing of this Purchase Order shall result in a corresponding increase in the Purchase Price.
- 3/ Upon signing below, the Purchaser shall pay the Vendor 10% of the Purchase Price.
- 4/ The Purchaser shall pay the Vendor a further 10% of the Purchase Price upon the Vendor providing written confirmation that the goods have been sourced and production is in process.
- 5/ For greater certainty, the goods will not be delivered or available for pick-up until the Vendor has received 20% of the Purchase Price.
- 6/ The Purchaser shall pay the Vendor the balance of the Purchase Price within the earlier of 30 calendar days of the delivery of the goods to the Purchaser or 30 calendar days of the delivery of an Invoice from the Vendor confirming the goods were delivered or are available to be picked up.
- 7/ The Purchaser confirms that the goods it has purchased from the Vendor are properly described in the Purchase Order. Further, the Purchaser agrees that it shall by no later than 2 business days after signing this Purchase Order provide the Vendor in writing with any details or specifications required for the sourcing, manufacturing, preparation, shipment, and delivery of the goods.
- 8/ Notwithstanding the acceptance by the Vendor of this Purchase Order, the Vendor reserves the right to cancel this Purchase Order within sixty (60) calendar days of receipt of this Purchase Order form. The cancellation shall be effected by providing the Purchaser with written notice to the Purchaser's address provided above in the Purchase Order. In the event of the Vendor cancelling the Purchase Order, the Vendor shall return to the Purchaser any portion of the Purchase Price paid, for which interest shall not accrue.
- 9/ The Purchaser may cancel this Purchase Order within thirty (30) calendar days of the signing of the Purchase Order form. After the thirty (30) calendar days have elapsed, the Purchaser will have no further right to cancel this Purchase Order. The cancellation shall be effected by providing the Vendor with written notice, to the Vendor's address provided above in the Purchase Order. In the event of the Purchaser cancelling the Purchase Order, the Vendor may retain any portion of the Purchase Price paid. Further, the Purchaser agrees to reimburse the Vendor in full for any and all costs, charges, and expenses incurred by the Vendor in regard to the Purchase Order and any and all costs, charges, and expenses which will be incurred by the Vendor post-cancellation (the "Cancellation Damages Payment"). Without limiting the foregoing, these costs, charges, and expenses shall include but are not limited to reasonable administrative fees, material costs, labour costs, goods costs, shipping costs, interest, amounts owing to third parties, and legal fees. The Cancellation Damages Payment shall be less any amount previously paid by the Purchaser to the Vendor in regards to the Purchase Price. The Cancellation Damages Payment shall not exceed 85% of the Purchase Price.
- 10/For as long as any portion of the Purchase Price remains unpaid, the goods remain subject to repossession by the Vendor.
- 11/Should the Purchaser fail to pay on the due date specified above any of the sums owed pursuant to this Purchase Order, the outstanding amount shall accrue interest at the annual rate of eighteen percent (18%) compounded monthly, as of the applicable due date and until payment in full of the amount owing.
- 12/If, within five (5) days of a due date, the Purchaser has not remedied a failure to pay, it is automatically put in default to pay the balance. In such case, the Vendor has the right to retain possession of the materials or to retake possession through any means deemed appropriate by it. The Purchaser shall be responsible for all costs, charges, and expenses so incurred in taking possession, including but not limited to any and all court fees, legal fees, lien fees, sheriff fees, seizer costs, and transportation expenses. Further, in such cases, the Vendor has the right to seek to recover the balance owing through any mean deemed appropriate by it, including by way of a civil action. The Purchaser shall be responsible for all costs, charges, and expenses so incurred in recovering the balance, including but not limited to any and all court fees, legal fees (on a substantial indemnity basis), disbursements, and lien fees.
- 13/All delivery dates are approximate and subject to confirmation by the Vendor. The materials may be sent or available in one or multiple deliveries/pick-ups. The Vendor is in no way liable for defects in the materials due to inaccurate or insufficient details and specifications and is in no way liable for delays in delivery resulting from acts or omissions by the Purchaser, natural disasters, epidemics, fires, accidents, acts of war (whether declared or not), insurrections, riots, acts of terrorism, wildcat strikes or lock-outs affecting the Purchaser, the Vendor or its suppliers, partial or total work stoppages or slowdowns affecting the Vendor or its suppliers, changes in market conditions, power or communications breakdowns, interventions by civil or military authorities, compliance with any orders of governmental authorities, courts or tribunals or public authorities.
- 14/If the Purchaser refuses to take delivery of the materials, the Purchaser agrees to pay the Vendor for all transportation and storage costs incurred by the Vendor until the goods are delivered.
- 15/The signing of the materials delivery form constitutes acceptance and acknowledgement on the Purchaser's part that the goods are as ordered and free of any defect.
- 16/The Purchaser hereby acknowledges that it is responsible for obtaining any insurance it deems appropriate and hereby accepts full responsibility for any loss or damage to the materials while in transit, upon and after delivery to the Purchaser. Under no circumstances shall the Vendor be liable for any loss or damage whatsoever to the materials when they are not located in the Vendor's warehouse.
- 17/The Purchaser assumes all the risks and liabilities that may result from losses, damages or injuries caused by the wrongful and/or negligent use of the materials.
- 18/The Purchaser shall hold the Vendor harmless if there is any claim or proceedings instituted against the Vendor in regard to the Purchaser's use or resale of the goods.
- 19/The Purchaser acknowledges that no representation, promise or guarantee was made by the Vendor other than those contained herein.
- 20/The Purchaser states and acknowledges that the terms and conditions of the Purchase Order have not been imposed by either of the parties on the other and that they were freely negotiated between them. Further, the Purchaser confirms it has received or had the opportunity to receive independent legal advice as to these terms and declares it understands the terms and is satisfied as to their reasonableness.
- 21/The silence, failure or delay by a party in exercising any right hereunder shall under no circumstances be interpreted or construed as a waiver of such right by such party; such party may avail itself of such right until it contractually or legally expires.
- 22/This Purchase Order and the terms and conditions contained herein reflect the entire understanding between the parties in their roles as Purchaser and Vendor, and supersedes all other written or verbal promises or covenants made prior to its signing.
- 23/This Guarantee may be altered, modified or amended only by a written instrument, duly executed by both parties and stating that the alteration, modification or amendment is an addition to and subject to this Guarantee.
- 24/In the event that any provision of this Purchase Order is deemed by a court of competent jurisdiction to be invalid or unenforceable, such provision shall, whenever possible to do so, be interpreted, construed, limited or if necessary severed to the extent necessary to eliminate such invalidity or enforceability. If the original intent or fundamental agreement between the parties is altered by such interpretation, construction, limitation or severance, the parties agree to negotiate in good faith a valid enforceable substitute provision which most nearly reflects the parties' original intent or to provide an equitable adjustment in the event that no such provision can be added.
- 25/The parties agree that this Purchase Order shall be interpreted in accordance with the laws of the Province of Ontario.
- 26/This Purchase Order is binding upon the Purchaser and the Purchaser's successors and assigns and shall endure to the benefit of Rolark, its successors and assigns

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Per:

Name:

Title:

I have authority to bind the Corporation.