



TERMS & CONDITIONS EVAPCO SYSTEMS LMP, ULC. (EVAPCO LMP)

CONDITIONS OF SALE:

1. Bid form & Exchange rates (for US customers) are valid for 30 days.
2. Standard delivery as per production schedule and quoted lead time.
3. Bids shall be issued in CAD for Canadian customers and USD for all other North American customers. The bid will note the quoted currency.
4. Once a PO (Purchased Order) is received, any change requested by the Buyer will be evaluated by EVAPCO LMP, who at its sole discretion may accept or reject the changes and will inform the Buyer of additional fees and the impact on shipment.

PAYMENT TERMS:

1. 40% deposit of total price due upon issuance of Purchase Order, subject to credit approval. NO WORK WILL COMMENCE UNTIL INITIAL DEPOSIT FUNDS HAVE BEEN RECEIVED. DELAYS IN PROVIDING FUNDS MAY DELAY PRODUCTION AND SHIPMENT
2. The balance is payable Net 30 days after shipment.

TRANSPORTATION:

1. All deliveries are F.C.A. (Incoterms®2020) Evapco Systems LMP, ULC (“**Evapco LMP**”). The responsibility of EVAPCO LMP ceases when the equipment is loaded into the carrier’s truck. The Buyer assumes all risks for damage, breakage or incomplete delivery, and any claims based thereon must be filed by the Buyer with the carrier.
2. Transportation is the responsibility of the Buyer. If the Buyer wants EVAPCO LMP to handle transportation, it shall be pre-paid, and the shipping costs (which include an administrative fee) will be added to the final invoice.
3. The Buyer is responsible for the verification of the Bill of Lading and the content of the goods delivered. Any discrepancy shall be notified immediately upon the Buyer’s receipt of the goods.

SHIPPING DATES: Shipping dates are estimates only. No contract will be made to deliver in a specified time unless in writing by an officer of EVAPCO LMP. EVAPCO LMP shall under no circumstances be responsible for failure to fill any order or orders when due to: fires, floods, war, riots, strikes, pandemics, freight embargoes or transportation delays, shortage of labor, inability to secure fuel, material, supplies or power at current prices, or on account of shortages thereof; acts of God or of the public enemy; any existing or future laws or acts of the Federal or of any Provincial or State Government including specifically, but not exclusively, any orders, rules or regulations issued by any official or agency of any such government affecting the conduct of EVAPCO LMP’s business with which EVAPCO LMP in its judgment and discretion deems it advisable to comply as a legal or patriotic duty, or to any case beyond EVAPCO LMP’s reasonable control.

PRICE ADJUSTMENT: If the shipment date for goods identified in an order received by EVAPCO LMP shall be greater than six (6) months from the date of EVAPCO LMP’s receipt of such order, EVAPCO LMP may adjust the price of such goods to the price in effect on the date of actual shipment, unless EVAPCO LMP is the sole cause of the delay in shipment.

TAXES: Prices do not include any sales or use tax, customs duties and excise taxes, either Federal, Provincial, State, or Local, payable on the transaction under any applicable statute. All such taxes must be paid by the Buyer.



STORAGE: It is Buyer's responsibility to accept timely delivery of EVAPCO LMP products on the acknowledged ship date. If Buyer requests a delay in the Shipping Date that is in the Order Acknowledgement, EVAPCO's Storage Fee Policy shall apply.

WARRANTY: The sole warranty applicable to the goods shall be the applicable Evapco LMP standard express warranty. All other warranties of any kind, whether express or implied, **ARE EXPRESSLY DISCLAIMED, THERE BEING NO IMPLIED WARRANTIES OF ANY KIND THAT APPLY TO THE GOODS.**

LIMITATION OF LIABILITY: EVAPCO LMP's liability of any kind whatsoever, whether in warranty, tort or extra-contractual, contract or otherwise, shall not exceed, in the aggregate, the purchase price paid for the goods. Under no circumstances shall EVAPCO LMP be liable for lost profits, lost use, lost savings, personal injuries, incidental damages, economic loss, property damage or any consequential, indirect, incidental, special, exemplary or punitive damages, even if EVAPCO LMP has been advised of the possibility of such damages.

ACCEPTANCE OF WAIVERS AND LIMITATIONS: Buyer acknowledges that: (i) it is a sophisticated purchaser of goods and/or services similar to the products, (ii) it fully understands the nature and extent of the waivers and limitations on Buyer's rights and remedies set out herein and it accepts such waivers and limitations, and (iii) any rule of construction to the effect that any ambiguity contained herein is to be resolved against a drafting party shall not be applicable to the interpretation of this document and these terms and conditions.

AGREEMENT TO TERMS: Any terms and conditions of Buyer's order which are additional to or inconsistent with the terms and provisions set forth herein shall not be binding on EVAPCO LMP unless EVAPCO LMP specifically consents in writing and shall not be considered part of the parties' agreement as expressed herein. EVAPCO LMP's acceptance of an order and subsequent provision of goods pursuant thereto shall not constitute EVAPCO LMP's acknowledgement and acceptance of Buyer's conditions of sale. Buyer's payment of the deposit or acceptance of the goods shall be its acceptance of these terms and conditions. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may hereinafter occur.

CANCELLATION: Orders may only be cancelled with the consent of EVAPCO LMP and may be subject to payment of reasonable costs and expenses incurred for the effort expended thereon.

INSTALLATION PROCESS: To bring Buyer the best support during installation, via on-site visit or remote assistance, and to ensure efficient and quality installations of our systems, please note that Buyer must ensure that the technicians responsible for the installation have received training from an industry-accredited source. This training could be conducted by EVAPCO LMP, or another third-party training organization approved by EVAPCO LMP. If it is evident that the installing personnel caused damages or breakage, EVAPCO LMP may refuse any claim considered unjustified. Any Buyer claims for monetary reimbursement cannot be considered by EVAPCO LMP without prior authorization in writing and supporting documentation to the reasonable satisfaction of EVAPCO LMP. The hourly rate and the scope of the work for any remediation effort must be submitted and approved by EVAPCO LMP management in writing before such effort is conducted.

Any factory start-up support amount quoted is based on a work schedule of 8 hours per day. Any request outside normal business hours will be re-invoiced to Buyer at an overtime rate, according to the terms set out by Construction Collective Agreement applicable in the Province of Quebec. If, for any reason, the place of residence of the EVAPCO LMP representative is outside of Quebec, the laws and regulations existing in either the province or the state of residence of such representative will automatically apply (7am to 3pm/ 8am to 4pm/ 9am to 5pm EST). A 30-day fine tuning process will begin after startup of the system. This remote technical service support is offered to ensure the programming and all equipment supplied by EVAPCO LMP functions as per design and requirements.



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All non-warranty modifications and service-related support requested by the Buyer after this date will be billed to the Buyer.

GOVERNING LAW AND VENUE: These terms and conditions shall be governed by and construed in accordance with the laws of the province or territory in which EVAPCO LMP is located without regard to its choice of laws or conflicts of law's provisions. Any claim, dispute or controversy arising out of or relating to these terms and conditions, or the products shall be resolved by litigation brought exclusively in the federal, provincial, or territorial courts having jurisdiction over EVAPCO LMP's location and EVAPCO LMP and Buyer irrevocably consent to the jurisdiction of said courts. The *United Nations Convention on Contracts for the International Sale of Goods* does not apply.

LANGUAGE: The parties hereto confirm that they have requested that these terms and conditions and all related documents be drafted in English. [French translation thereof, if any, has been provided for information purposes only and does not have any legal value nor create any contractual relationship between the parties]. *Les parties aux présentes ont exigé que les présentes modalités et conditions et tous les documents et avis qui y sont afférents soient rédigés en anglais. [Toute traduction de ceux-ci, le cas échéant, est non-officielle, est fournie à des fins d'information seulement et ne crée aucun lien contractuel entre les parties.]*