

1. General

All products and accessories ("Products") sold and services provided by Levando Technologies Inc. ("Levando") to a customer ("Customer") are subject to the terms and conditions set forth herein. These terms and conditions take precedence over any additional or conflicting provisions set forth in a purchase order or other document issued by the Customer, even if a Levando representative has signed such a document. No modification of these terms and conditions, nor any waiver of their provisions, shall be valid unless accepted in writing by an authorized representative of Levando. Levando's acceptance of a purchase order or Levando's failure to object to additional or conflicting provisions contained in a document issued by the Customer shall not be deemed an acceptance of such provisions or a waiver of these terms and conditions. The Customer is deemed to accept the terms and conditions set forth herein by accepting Levando's Products or services.

2. Cancellations

The Customer may not cancel a purchase order accepted by Levando without Levando's prior written authorization. Furthermore, the Customer agrees to indemnify Levando for any loss resulting from such a cancellation and to reimburse Levando for any expenses incurred as a result of the cancellation. Levando may terminate the Agreement with immediate effect upon written notice to the Customer in the event that the Customer is in breach of any obligation hereunder.

3. Return Policy

The Customer must obtain written authorization from Levando before returning any Product. Furthermore, the Customer must provide proof of purchase, and the merchandise must be new, in resalable condition, and in its original packaging. A credit equal to the purchase price of the returned Products will be issued, less return shipping, transportation, and other applicable fees. Returns of special, custom-made, and/or modified Products made to accommodate the Customer are not permitted. All shipping and handling costs applicable to such a return shall be borne by the Customer.

4. Shipping Costs, Insurance, and Risks

This sale is subject to the general terms associated with the Incoterm (2020) EXW (Ex-Works). The Customer therefore assumes all risks associated with the Products from the moment the Products are shipped from their point of origin. All shipping costs and other related expenses, unless otherwise expressly agreed in writing between the parties, are the sole responsibility of the Customer. When Levando agrees to cover shipping costs, it reserves the right to choose the carrier, but it is the Customer's responsibility to ensure the unloading of the goods at the destination. In all cases, Levando ceases to be responsible for the goods as soon as the carrier receives them in good condition. In the event of damage occurring during transport, it is the Customer's responsibility to file a claim with the carrier, supported by evidence.

5. Delivery, Shipping, or Service Provision

Any delivery, shipping, or service provision date is provided for informational purposes only and is not guaranteed unless expressly agreed to in writing by Levando. However, reasonable efforts will be made to meet the estimated delivery, shipping, or service provision dates. Levando accepts no liability for any delay in delivery, shipment, or service on its part. Partial or pro-rata deliveries, shipments, or services shall be accepted by the Customer, and the Customer releases Levando from any liability in the event of an inability to fulfill the order in its entirety. Storage fees will be charged to the Customer for any order that remains unclaimed for more than thirty (30) days after the date of the written notice informing the Customer that the order is ready.

6. Limited Warranty

Unless otherwise expressly agreed in writing with the Customer, Levando Products are subject to the terms of the Warranty in effect at Levando at the time of the events giving rise to the claim. The Products are subject to a 10-year limited warranty, the details of which are available at the following address: levando.com/warranty. Additional coverage may be provided as part of an additional benefits program purchased by the Customer, subject to any written agreement entered into at the time of sale.

7. Acceptance of Goods

Upon receipt of the goods, the Customer has 5 business days to report any discrepancies between the Products received and what was ordered. After this period, the goods received by the Customer are deemed to comply with the purchase order.

8. Cosmetic Damage

Cosmetic damage may occur before or during transport. Levando will not replace any Product for cosmetic reasons, unless the Product's functionality or safety is compromised. Levando offers no warranty against cosmetic damage to its Products unless otherwise agreed in writing and signed, or if the Customer has requested it in writing and paid appropriate fees for additional protection (shipping crates, etc.).

9. Ownership and Risk of Loss

All risks of loss or damage to the Products are transferred to the Customer upon shipment from the factory (EXW), unless otherwise expressly agreed in writing by Levando. The Customer agrees to defend Levando and indemnify it for any loss resulting from a claim, lawsuit, or demand relating to the goods while the Customer bears the risk.

10. Payment

Subject to credit approval, all amounts due must be paid within thirty (30) days of the invoice date, unless otherwise expressly agreed in writing by Levando. Levando retains title and ownership to the Products until they are paid in full. Notwithstanding the foregoing, Levando may require full payment before delivering the goods or providing services. In the event of non-payment, the Customer shall be liable for late payment charges of 2%, or at the maximum statutory rate if lower, on the outstanding balance for each thirty (30)-day period, or portion thereof, beyond the due date. The Customer shall reimburse Levando for any expenses incurred by Levando in recovering any amount owed by the Customer, including but not limited to legal fees, statutory interest, attorneys' fees, and collection agency fees. In addition to any other rights or remedies available to it, Levando may, at its discretion: (a) suspend the delivery or shipment of goods or the provision of services; (b) impose or modify the credit limit granted to the Customer for their purchases; or (c) cancel the purchase order if Levando determines that the Customer will not have the means to pay for their order.

11. Credit Card Payment

An additional 4% fee is charged for payments made by credit card.

12. Taxes

The Customer is responsible for paying all taxes, duties, customs fees, levies, and other charges imposed by any government agency in connection with this Agreement. These amounts are not included in the price of Levando's Products and Services and will be added to the amounts owed by the Customer. The Customer assumes full responsibility and shall indemnify Levando for any additional taxes, fees, or penalties imposed by tax authorities, as well as for any legal fees incurred by Levando resulting from incorrect tax-related information provided by the

Customer.

13. Limitation of Liability

Levando's performance of its obligations hereunder may be excused or suspended in the event of a disaster or event beyond its control, including but not limited to the inability to obtain Products from suppliers or manufacturers at a reasonable price or in sufficient quantity, or in the event of a pandemic or war.

14. Agreements with Third Parties

Levando shall not be bound by the provisions of any contract or agreement that may exist between the Customer and any third party to which Levando is not directly related. Levando expressly rejects and disclaims any liability under any such contract or agreement.

15. Advice and Assistance

Levando may, at the Customer's request and in its sole discretion, provide the Customer with technical advice or assistance regarding the goods or services. Levando assumes no obligation or liability for any advice or assistance provided.

16. Limitation of Liability

Levando's liability for claims of any kind, including but not limited to negligence, with respect to the goods or services, shall in no event exceed the price of the goods or services or the portion giving rise to the claim. Under no circumstances shall Levando be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages, including, but not limited to, any loss of profits, economic loss, or penalty of any kind. Without limiting the foregoing, Levando shall not be liable for damages or losses resulting from delivery delays or any failure to deliver. This limitation applies unless otherwise agreed in writing by Levando. Levando expressly excludes its liability for any bodily injury arising from the improper or unauthorized use of the Products.

17. Modification

Levando reserves the right to modify any Products, accessories, components, or features without prior notice. Levando reserves the right to periodically discontinue the production and distribution of certain Products, accessories, models, or components for any reason whatsoever, at Levando's sole discretion.

18. Intellectual Property

Levando is the sole owner of all designs, inventions, tools, and improvements created by Levando in connection with the fulfillment of orders or the provision of services. The Customer may not reproduce or use any design, image, software code, or other material provided by Levando, unless otherwise agreed to in writing by Levando. The Customer may not use or disclose any of Levando's trade secrets or confidential information, whether or not designated as such, unless otherwise agreed in writing by Levando. Any invention or innovation based on Levando's Intellectual Property and incorporating elements of Levando's Intellectual Property belongs exclusively to Levando, including all Intellectual Property rights, even when developed exclusively by the Customer.

19. Use

The Customer must ensure that the product it purchases is used by qualified personnel with appropriate experience in accordance with: (a) the training and operating instructions provided from time to time by Levando; (b) the coverage terms of all applicable insurance policies; and (c) applicable laws, codes, and regulations. The Customer must exercise reasonable and appropriate care in the custody and use of the product, subject to the voidability of this Warranty.

20. Waste Management

It is the Customer's responsibility to ensure that Levando

Products are used, stored, and disposed of at the end of their useful life in accordance with applicable local regulations regarding environmental management, waste management, management of electrical and electronic equipment, and management of hazardous materials.

21. Disputes

Any dispute arising from or directly or indirectly related to Levando's Products or services shall be submitted exclusively to the competent courts of the Province of Quebec, District of Quebec, Canada. The parties agree that the laws of Quebec, Canada, shall govern any dispute, to the exclusion of any other jurisdiction or legislation. The Customer waives the right to raise the defense of *forum non conveniens*.

22. Severability

If any provision of this document is held to be unenforceable or illegal for any reason, that provision shall be enforced to the extent permitted by applicable law, and the remaining provisions shall remain in full force and effect and shall remain independent.

23. Successors

These terms and conditions are binding on the parties and their respective successors, assigns, employees, officers, and affiliates. Neither party may assign this agreement to a third party without the other party's written consent.