

## PURCHASING TERMS AND CONDITIONS

The parties agree as follows:

1. **ACCEPTATION.** This quotation constitutes an offer from Technimount E.M.S. Holding Inc., an affiliated company of Technologies CGC Inc., for the sale to the customer of the product described in this specification. The acceptance of such an offer is explicitly limited to the terms of this quote, including these terms and conditions. Acceptance will thus be limited to the present quote, notwithstanding any written or oral contradictory statement made by Technimount E.M.S. Holding Inc. or by any representative or employee of Technimount E.M.S. Holding Inc. or the acknowledgment of receipt by Technimount E.M.S. Holding Inc. of any purchase order, specification or other document issued by the client. Any such document, whatever it may be, shall in no case apply to any sale made in accordance with this proposition, and shall not be enforceable, whatsoever, for Technimount E.M.S. Holding Inc.

Acceptance of this quote by the client will constitute an agreement between Technimount E.M.S. Holding Inc. and the customer (in addition to the terms and conditions on the purchase order, the terms of which are explicitly limited to the provisions of this specification, which include these terms and conditions). No waiver of any provision of this specification, any change or modification thereof, shall be enforceable by Technimount E.M.S. Holding Inc. unless such waiver, such change or such change is made in writing expressly states that this is a waiver of this specification, or a change or modification thereof, signed by an authorized representative of Technimount E.M.S. Holding Inc.

2. **PAYMENT TERMS.** Unless otherwise stipulated in the quotation, the Customer's payment will be due thirty (30) days after the date of shipment on the corresponding Technimount E.M.S. Holding Inc. invoice; or at the moment of shipment of the goods, according to the status of Reseller. Any amount due hereunder that remains outstanding after this date will be subject to a late fee of 1% per month, from the due date to the payment of such payment.sum.
3. **DELIVERY AND RISK OF LOSS.** Unless otherwise stated in the purchase agreement, the Seller shall deliver the Goods FOB Origin, and title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.
4. **DISCLAIMER OF WARRANTY.** Technologies CGC Inc. and its subsidiaries (as Technimount E.M.S. Holding Inc.; or consider as) warranty to the original purchaser ("Buyer") of the hardware with which this Limited Warranty is included ("Hardware" / Product) that the Hardware will be free from defects in workmanship and materials under normal use ("Defects") for a period of one (1) year from the date that the Hardware was first purchased by you ("Warranty Period"). During the Warranty Period the Hardware will be repaired or replaced ("Limited Warranty") without charge to you for either parts or labour. The parts may be repaired or replaced with either new or refurbished parts, the product may be replaced for a new or refurbished product. For this Limited Warranty "refurbished" entails parts and products which have been returned to factory specifications. If the Hardware is repaired or

replaced within the Warranty Period, the greater of the remaining warranty period will apply or three (3) months from the date of repair/replacement. If the Hardware is repaired or replaced after the Warranty Period has expired, the Warranty Period for the repair or replacement will expire three (3) months after the date of repair or replacement.

The Limited Warranty does not apply to normal wear that should result from, does not apply when the Hardware is opened or repaired by someone not authorized by the “Seller” and does not cover repair or replacement of any Hardware or part thereof damaged by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the Hardware, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the Hardware (product).

5. **LIMITATION OF LIABILITY.** The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller’s liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.

(a) **CONSEQUENTIAL DAMAGES; Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement, Seller and Customer waive all claims against each other (and against each other’s parent company, affiliates, contractors, subcontractors, consultants, agents and vendors) for any consequential, incidental, indirect, special, exemplary or punitive damages (including but not limited to, loss of actual or anticipated profits, revenues or product; or loss of use), and regardless of whether any such claim arises out of breach of contract, tort, product liability, indemnity, contribution, strict liability or any other legal theory. **IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER’S CUMULATIVE LIABILITY TO CUSTOMER EXCEED THE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.**

6. **PURPOSE OF THE GOODS.** The items define as any type of mounting, bracket system for clipping and attaching medical equipment is specifically designed to maintain or supporting medical equipment. It is strictly made to fill this requirement; all other use will void the warranty if applicable and will not involve liability of the seller, on any form of the claim and may not be adapted or modified for other use. The Products are designed and engineered only for fixing one sole medical device weighting no more than 45 pounds, among medical devices approved by Technimount, on a stretcher, a wall, a carrying arm or a trolley, in order to carry such medical device in pre-hospital and hospital environments, and that the Products cannot be used to carry more than one sole medical device or any additional equipment or good; in addition, this is the responsibility of the corporation to sell a product certified to be used into an emergency vehicle. Some products are compliant to SAE J3043’s norms but have not been tested for any other uses than those mentioned above; but other products might be designed to be used into an hospital environment only; it’s Buyer’s responsibility to confirm the use of the mount designed for.

The Corporation shall indemnify and hold harmless Technimount and its affiliates, officers, directors, stockholders, agents and employees against any and all liability, damages, costs and expenses, including without limitation reasonable attorneys' fees, which Technimount may incur, suffer, become liable for, or which may be asserted or claimed against Technimount arising out of any material, bodily or moral injury caused to any person, and resulting from any use of the Products, other than the uses for which such Products have been designed and engineered, in accordance with the terms contained in the Agreement and the Declaration hereof.

7. **RETURNS AND DAMAGED MERCHANDISE.** Technimount customer service department must approve any merchandise return and will provide a Return Material Authorization (RMA) number to be printed on any returned merchandise. Technimount reserves the right to charge shipping and restocking fees on returned items. SPECIAL, MODIFIED, OR DISCONTINUED ITEMS NOT SUBJECT TO RETURN.

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. DO NOT ACCEPT DAMAGED SHIPMENTS UNLESS SUCH DAMAGE IS NOTED ON THE DELIVERY RECEIPT AT THE TIME OF RECEIPT. Upon prompt notification, Technimount will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Technimount within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full.

8. **DELIVERY DELAYS.** Technimount E.M.S. Holding Inc. will not be responsible for any delivery delay for any part of the equipment if the cause of such delay is beyond its control. Technimount E.M.S. Holding Inc. will not be responsible for any delivery delays caused by the customer's failure to provide the necessary information in a timely manner. In the event of a delay, the date of shipment or performance indicated herein will be extended by a period equal to the time lost due to such delay. When such a delay occurs, Technimount E.M.S. Holding Inc. can reasonably distribute the available equipment among its customers, showing fairness. The delivery dates stated in this quotation are approximate only, and Technimount E.M.S. Holding Inc. will not be held responsible for any delivery made within a reasonable period after the above dates, which will not constitute a breach of the contract.
9. **LIMITATION OF ACTIONS.** No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 10 days after the basis for such claim could reasonably have been discovered.
10. **SECURITY INTEREST.** The Buyer hereby grants to the Seller a security interest in the Goods sold to the Buyer under this agreement and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The Buyer shall sign and deliver to the Seller any document to perfect this security interest that the Seller reasonably requests.

11. **GOVERNING LAW AND DESIGNATION OF FORUM.**

- (a) The laws of the Province of Quebec (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity,

performance (including the details or performance), and enforcement.

- (b) A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the Province/State of Quebec sitting in judicial district of Quebec. Each party to this agreement consents to the exclusive jurisdiction of the court of the Province/State of Quebec sitting in judicial district of Quebec and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

- 12. **ASSIGNMENT AND DELEGATION.** The Buyer may not assign any of its rights under this agreement or delegate and performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 13. **RECOVERY OF EXPENSES.** In any adversarial proceedings between the parties arising out of this agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.
- 14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.
- 15. **AMENDMENTS.** No amendment to this agreement will be effective unless it is in writing and signed by both parties.
- 16. **EFFECTIVENESS.** These conditions will be considered accepted upon receipt of the purchase order or payment. This agreement does not require any signature from the buyer or seller.