

INTELLINOX TECHNOLOGIES INC. – TERMS AND CONDITIONS OF SALE AND WARRANTY

I. APPLICABILITY

The terms and conditions of sale and warranty contained herein (the “**Terms and Conditions**”) are the only terms that govern the sale of the products (the “**Products**”) by INTELLINOX TECHNOLOGIES INC. (“**INTELLINOX**”) to the buyer (the “**Buyer**”) as indicated on any quotation or purchase order (the “**Purchase Order**”).

No terms or conditions contained in any proposal, acknowledgement, or other writing, whether such terms or conditions conflict with the Terms and Conditions, shall have any effect and only the Terms and Conditions shall apply.

Notwithstanding the foregoing, shall the parties have entered into an effective distribution or supply agreement at the time of the acceptance of a Purchase Order by INTELLINOX, the terms of such distribution or supply agreement shall apply to the Purchase Order.

Notwithstanding anything to the contrary contained in these Terms and Conditions, INTELLINOX may, at any time and without notice, substitute or change materials, parts, product specifications or functional attributes with any products provided such substitution or change does not materially affect the nature or scope of the Products.

II. ORDERS: PLACEMENT, ACCEPTANCE, MODIFICATION AND CANCELLATION

Purchase Orders shall be sent to INTELLINOX by the Buyer via email at orders@intellinox.com.

Purchase Orders are subject to acceptance in writing by INTELLINOX (“**Order Confirmation**”), and INTELLINOX reserves the right to accept or reject any Purchase Order in whole or in part. The Terms and Conditions and the Order Confirmation constitute the entire agreement between INTELLINOX and the Buyer (the “**Agreement**”), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

Purchase Orders below 1,000 USD, before any applicable taxes, shall be subject to a processing fee of 50 USD, which fee shall be added to the invoice and payable according to the same payment terms as stated herein.

Approximate shipping date will be included in the Order Confirmation and shall be of a minimum of two (2) weeks, which lead time varies based on a number of factors, including but not limited to the quantity and type of Products ordered. INTELLINOX shall not be liable for any delays due to transit.

INTELLINOX's acceptance of any Purchase Order by Order Confirmation shall be based on these Terms and Conditions as they prevail over any of the Buyer's general terms and conditions of purchase. Therefore, fulfillment of the Buyer's order does not constitute acceptance of any of the Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

The Agreement becomes a binding legal contract upon acceptance. Therefore, modification or cancellation of an Order Confirmation by the Buyer is not permitted, unless otherwise agreed by INTELLINOX in writing at its sole discretion. Such modification or cancellation may result in the Buyer having to:

- i. pay an administrative fee of 50 USD for processing such modification, or
- ii. pay an administrative fee of 1,000 USD for processing such cancellation, and indemnify and reimburse INTELLINOX for all loss or damage resulting from such cancellation, including, without limitation, INTELLINOX's direct costs, expenses, overhead and reasonable profits.

III. PRICES AND TAXES

INTELLINOX's price for the Products is stated in the Order Confirmation (the “**Price**”), and calculated in United States dollars (USD) unless otherwise indicated in the Order Confirmation. The Price may be subject to various applicable sales, use or added value taxes, or any other tax which may become applicable in the future, all of which shall apply in addition to the Price. All types of duties, including all present or future import taxes, anti-dumping or countervailing duties that could be imposed by the relevant governmental authorities, if any, shall also be in addition to the Price and payable by the Buyer.

The Price, unless otherwise agreed upon in writing by INTELLINOX, does not include packaging and handling fees, which will be charged to the Buyer for each shipment and shall be payable by the Buyer according to the payment terms herein.

The Price does not include charges for services, such as but not limited to installation and commissioning, which may be subject of a separate agreement.

IV. PAYMENT TERMS

Invoices from INTELLINOX shall be dated on the day the order is ready for pickup by the Buyer at the Delivery Point. Unless otherwise agreed upon and stated in writing by INTELLINOX, payment terms shall be cash in advance and invoices are

payable in United States dollars (USD). INTELLINOX will withhold the delivery of Products in the event any invoice is not paid in full in compliance with the payment terms set forth.

The Buyer shall not, under any circumstances, withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with INTELLINOX.

V. SHIPPING AND DELIVERY

Delivery is FCA, INTELLINOX's plant in Québec (Québec), Canada (the “**Delivery Point**”), Incoterms 2020, unless INTELLINOX and the Buyer have expressly and exceptionally agreed in writing to modify the applicable Incoterms for a specific order.

INTELLINOX reserves the right to make partial deliveries of orders of Products without liability or penalty. Each delivery will constitute a separate sale and may be invoiced separately. The Buyer shall pay for the Products shipped whether such shipment is in whole or partial fulfillment of the Order Confirmation.

Shipping dates are approximate and are based on prompt receipt from the Buyer of all necessary information.

The Buyer shall take delivery of the Products within five (5) business days of INTELLINOX's written notice that the Products are ready for pick-up at the Delivery Point. If for any reason the Buyer fails to take possession of any of the Products within the delay, INTELLINOX may store the Products and the Buyer shall be liable for all related storage costs, which shall be fully paid to INTELLINOX prior to handing over the Products to the Buyer.

VI. TITLE AND RISK OF LOSS

Title to the Products and risk of loss shall pass from INTELLINOX to the Buyer upon delivery of the Products to the carrier at the Delivery Point.

VII. DISCREPANCIES IN PRODUCTS RECEIVED AND RETURN POLICY

The Buyer is responsible to report to INTELLINOX in writing any discrepancies between the Order Confirmation and the Products received, such as but not limited to, missing, damaged and mislabeled Products, within the lesser of the two following time periods (i) five (5) business days upon reception of the Products at the Buyer's delivery site; or (ii) thirty (30) days upon taking possession of the order at the Delivery Point. The Products shall otherwise be presumed to have been received in conformity with the Order Confirmation.

Prior to shipping any Product back to INTELLINOX, the Buyer shall obtain a Return Material Authorization (RMA). All returns are to be shipped to INTELLINOX by the Buyer according to INTELLINOX's instructions.

VIII. INSTALLATION, HANDLING AND USE OF PRODUCTS

The Products are only intended for installation, commissioning, replacement, and maintenance by qualified technical personnel, as per INTELLINOX's documentation. The Buyer shall ensure to follow INTELLINOX's instructions with regards to handling, installation, commissioning, maintenance, use and storage conditions of the Products, as specified in INTELLINOX's product documentation.

To assure a safe and efficient operation of the Products, the Buyer understands and agrees that it is his responsibility to ensure that a yearly preventive maintenance program is in place.

IX. RESTOCKING

Should the Buyer request restocking of unused Products from its inventory, INTELLINOX shall have the right but not the obligation, at its sole discretion, to accept such request, conditional but not limited to the following:

- i. INTELLINOX reserves the right to apply a restocking fee of a minimum of 30%;
- ii. the Products shall have been stored in adequate conditions, be in its original packaging, and be in perfect resale conditions; and
- iii. the delivery shall be DDP, INTELLINOX's plant in Québec (Québec), Canada, Incoterm 2020, unless otherwise specified by INTELLINOX, upon written approval.

X. LIMITED WARRANTY

GENERAL CONDITIONS. INTELLINOX warrants its Products against defects in material or workmanship under normal consumer usage, for a period of three (3) years from the date of invoice sent to the Buyer from INTELLINOX (the “**Warranty Period**”), provided that the Products have been correctly used, stored, installed, operated, maintained and serviced according to the written instructions provided by INTELLINOX (the “**Warranty**”). This Warranty applies only to new Products installed in commercial or institutional kitchens, in accordance with applicable federal, provincial, state, and local codes and regulations. This Warranty only applies to the Agreement between the Buyer and INTELLINOX and is not transferable.

EXCLUSIONS AND LIMITATIONS. Except for the limited Warranty expressly

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set forth herein and to the extent permitted by applicable law, INTELLINOX expressly disclaims any and all other warranties, express or implied, including any warranty of quality, merchantability, or fitness for a particular purpose, and INTELLINOX shall not be liable for any special, incidental, indirect, punitive, or consequential damages (including loss of profits, business revenue, earnings or data) arising from or in connection with the use or performance of the Products, even if INTELLINOX was aware of the possibility of such damages. Some territories may not allow the exclusion of incidental or consequential damages, so the above limitations may not apply to the Buyer.

Components manufactured by a third party and sold by INTELLINOX are excluded from this Warranty but may be covered by the warranty provided by such third party. Further, the use of accessories, items, parts, or equipment in the Products not authorized by INTELLINOX shall automatically void this Warranty.

To the extent permitted by applicable law, this Warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, installation or removal of any Product, unauthorized tampering with a Product, servicing not authorized by INTELLINOX, abuse, accident, neglect, lack of care, use by a third party (any person other than the Buyer), exposure to water, excess moisture, fire, theft, loss, vandalism, improper or damaged packaging and shipments (such claims must be presented to the carrier), improper stocking, lightning, power surges, or other acts of nature or damages caused by the Buyer or by a third party.

This Warranty does not apply to a Product which has been altered or repaired by anyone other than INTELLINOX, or without the express written consent of INTELLINOX. The Buyer assumes responsibility for all risks and liabilities resulting from the use of such products.

WARRANTY PROCESS. In the event of a claimed non-conformity, the Buyer shall notify INTELLINOX of such claimed defect, in writing, at the address specified in the Order Confirmation, within thirty (30) days from the date of detection. The following must be included in the Warranty claim: (a) the alleged defective Product; (b) the original proof of purchase (receipt) of the Product; (c) a written detailed description of the problem; and (d) the Buyer's address and telephone number.

Should INTELLINOX authorize the return of the defective Product, a Return Merchandise Authorization (RMA) number will be issued. The alleged defective Product must be identified with the RMA number and sent to INTELLINOX at the Buyer's expense for further evaluation. The Buyer is responsible for properly packaging the Product and for any loss or damage to the Product during shipping and any other taxes, fees, duties or charges associated with transporting the Product to INTELLINOX. Further, INTELLINOX is not responsible for the costs associated with the removal of the alleged defective Product, for damages resulting from such removal, or for the costs associated with the installation of the repaired or replaced Product.

If INTELLINOX considers the claim to be valid, and such claim is received within the Warranty Period, INTELLINOX will either (a) repair the Product using new or refurbished parts, or (b) replace the Product with a new or refurbished Product. If INTELLINOX has repaired or replaced a Product, no new warranty period will commence, but the remainder of the original Warranty Period will continue to apply.

If INTELLINOX rejects responsibility for a claim, the Buyer may challenge this rejection in writing to INTELLINOX. The parties shall devote reasonable efforts to resolve the warranty issue and determine whether there has been a defect for which INTELLINOX is responsible.

XI. LIMITATION OF LIABILITY

In no event shall INTELLINOX be liable to the Buyer or any third party for any loss of use, revenue or profit or diminution in value, or for any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether INTELLINOX has been advised of the possibility of such damages. In no event shall INTELLINOX'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 INTELLINOX for the Products and services sold hereunder.

XII. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

All non-public, confidential, or proprietary information ("**Confidential Information**") of INTELLINOX disclosed to the Buyer, whether this information is verbal, written, on photographs, digital or on any other format, and whether or not marked, designated or otherwise identified as "confidential" in connection with the Agreement is confidential and must be used solely for the purpose of the Agreement, and may not be disclosed or copied unless authorized in advance by INTELLINOX in writing. For the purpose of this provision, Confidential Information shall mean all information relating to INTELLINOX and its related entities, their operations, Products, other INTELLINOX's products and services, and INTELLINOX's intellectual property, that the Buyer may have access to during the course of its performance of the Agreement, such as but not limited to, specifications, concepts, quotations, blueprints, models, plans, designs, manufacturing processes and practices, handling methods, technical data, software source and object codes and documentation, prototypes, specimens, samples, product servicing information, methods, documentation and training, product, installation and commissioning information, methods and documentation, knowhow, commercial and trade secrets handling methods, technical data, software source and object codes and documentation, or any information that INTELLINOX marks or identifies as confidential.

INTELLINOX will retain ownership of any and all rights to all data generated by the Products and all intellectual property embodied in the Products. Nothing in this Agreement shall be interpreted as granting the Buyer any right, license, title or interest whatsoever in the Confidential Information of INTELLINOX.

XIII. GENERAL

Governing Law: All matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the laws applicable in the province of Québec, Canada, without giving effect to its conflict of law provisions. The United Nations Convention on Contracts for the International Sales of Products shall not apply to the sales of the Products between INTELLINOX and the Buyer.

Dispute Resolution: Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, shall be instituted in the courts of the Province of Québec, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding.

Force Majeure: INTELLINOX shall not be considered in default under the Agreement if the fulfillment of all or part of its obligations is delayed or prevented due to a case of "force majeure", meaning an external unforeseeable and irresistible event such as, but not limited to, acts of God, fires and other acts of nature disasters, strikes and other labor disturbances, civil or military disturbances, wars, acts of terrorism, delays in or unavailability of transportation, inability to obtain or delays in obtaining raw material, import or export permits or custom clearances, bans on Products, requirements or regulations of governments or municipal authorities, including customs and immigration authorities, local or global epidemic or pandemic related situations and measures taken by any local or foreign authorities related thereto such as, but not limited to, border closures, confinements, mandatory closing of businesses and curfews, and similar events.

Assignment: The Buyer shall not assign, transfer nor convey, in any way, all or parts of its rights or obligations in the Agreement to any third party without the prior written consent of INTELLINOX. Any assignment or other form of transfer of the rights, duties, or obligations in violation of this section shall be deemed void and not enforceable against INTELLINOX.

Severability: If any term or provision of the Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement shall remain valid and enforceable to the fullest extent permitted by law.

No Waiver: No failure or delay by INTELLINOX in exercising any right, power or privilege under the Agreement shall be interpreted as a waiver thereof nor shall any single or partial exercise of a right, power or privilege preclude from other or further exercise thereof.

Language: The parties hereto expressly require that this Agreement and all documents and notices relating thereto be drafted in the English Language. *Les parties aux présentes conviennent expressément que cette Entente et tous les documents et avis y afférents soient rédigés en Anglais.*