



3900, boul. du  
Tricentenaire  
Montréal,  
Québec,  
Canada  
H1B 5L6

# TERMS AND CONDITIONS / TERMES ET CONDITIONS DE VENTE

TAE134-F06

Rev. 05

Original Date Released

February 5, 2020

Page 1 of 1

- Definitions.** the following definitions shall be used in these Terms and Conditions of Sale ("T&C"): (i) "Buyer" means the entity or person placing an Order to Tekalia, (ii) "Order" means a purchase order or other purchase instrument issued by Buyer, (iii) "Parts" mean any part on which Tekalia agreed to perform Services, (iv) "Services" mean any service, such as special processes, that Tekalia may offer from time to time, and (v) "Tekalia" means Tekalia Aéronautik (2010) Inc. and its successors and assignees.
- Entire Agreement.** Unless otherwise agreed by Tekalia, all Services are exclusively subject to these T&C. No other provision, whether contained or referenced in any Order or other document, shall be binding upon Tekalia unless expressly agreed in writing by an authorized officer of Tekalia.
- Price.** All prices are valid for thirty (30) days from the date of Tekalia's written offer or quotation. Thereafter, prices are subject to change without notice at any time prior to acceptance of the Order. All prices are strictly for the quoted Services and any breakdown of prices is only valid for the totality of the quoted Services. Additional work requirements or Order modification requests shall be reported to Tekalia for evaluation and quote. Unless otherwise agreed in writing by Tekalia, each Order shall be subject to an applicable environmental surcharge. As applicable, Tekalia will not initiate any development work unless a non-recurring costs (NRC) payment schedule has been agreed in writing.
- Taxes.** All prices are exclusive of, and Buyer is solely responsible for, all taxes levied by any relevant domestic and foreign taxing authority in connection with the Order, including any value added tax, sale tax, use tax, withholding tax and any similar tax, duty, fee, levy or other governmental charge (but excluding any tax imposed on Tekalia's income or revenues).
- Order.** Buyer shall provide Tekalia with all technical specifications related to the Parts to be processed at the time of Order. Unless otherwise agreed in writing by Tekalia, Tekalia is under no obligation to accept any Order. Only Order expressly accepted in writing by Tekalia shall be binding. Tekalia will refuse any Order at a price of less than \$250 CAD or will invoice the related Services at such minimum price. Buyer is not entitled to cancel any accepted Order.
- Delivery.** The tasks, costs and risks associated with the delivery of Parts shall be determined as follows: (i) for shipments of Parts from Buyer to Tekalia, Incoterms (2010) DDP, Tekalia's facility, shall apply, and (ii) for shipments of Parts from Tekalia to Buyer, Incoterms (2010) EXW, Tekalia's facility, shall apply. If in the reasonable judgment of Tekalia the financial status of Buyer becomes impaired, Tekalia may refuse to perform any Services and/or withhold deliveries unless advance payment is made in full.
- Payment.** Unless otherwise provided in these T&C, Tekalia will invoice Buyer upon delivery of the processed Parts. Buyer shall pay Tekalia within fifteen (15) days from receipt of invoice. Without prejudice to other remedies available, Tekalia may terminate any Order or suspend further deliveries if Buyer fails to make due payment under any Order or other agreement between the parties. A late charge of one and one half percent (1 1/2%) per month shall be charged on all past due amounts, prorated on a daily basis for each day that payment is overdue.
- Turnaround Time.** Quoted turnaround time ("TAT") starts upon the later of: (i) acceptance of the Order or (ii) receipt of the Parts at Tekalia facility. Unless otherwise agreed in writing by Tekalia, all TAT are quoted on a "best-effort" basis and Tekalia shall assume no liability, nor be deemed in default, for failing to meet any such TAT.
- Warranty.** Tekalia will perform all Services in a diligent and professional manner, in accordance with applicable industry standards. Unless otherwise notified in writing by Buyer within thirty (30) days from delivery of the processed Parts, the Services shall be irrevocably considered accepted and satisfactory to Buyer. Tekalia will make its best efforts to rework or salvage Parts on which non-conforming Services have been performed. The tasks, costs and risks associated with the delivery of Parts under this warranty shall be subject to the incoterms set out in Section 6 above. Tekalia shall not be responsible for defect in the Parts or resulting from further processing or assembly by Buyer. This Section 9 sets out Buyer's sole and exclusive rights and remedies for non-conforming Services and applies in lieu of any other warranties, expressed or implied.
- Limitation of Liability.** In no event shall Tekalia be liable for any: (i) third-party claim or damages, or (ii) punitive, indirect, incidental, or consequential damages, including loss of profits and loss of use of Parts, regardless of the legal theory on which the claim is based and even if Tekalia has been advised of the possibility of such damages. Further, Tekalia's aggregate liability arising out of or in relation to any Services, including for direct damages or scrapped Parts, shall not exceed the price of such Services.
- Force Majeure.** Tekalia shall not be responsible for delay in performing or failure to perform its obligations if the delay or failure results from a Force Majeure Event. "Force Majeure Event" includes fires, floods, serious bad weather or other natural disaster, war, terrorism, riots or strikes, shortage of material in the marketplace, governmental or judicial orders, trade sanctions and embargoes, as well as any other event beyond the reasonable control of Tekalia.
- Intellectual Property.** Any technology, technical data and know-how, such as tooling, processing methods and programming, as well as any and all intellectual property rights thereto, used or developed by Tekalia in connection with any Order ("Intellectual Property") shall remain the sole and exclusive property of Tekalia.
- Confidential Information.** Buyer shall keep strictly confidential all non-public documentation and information (including Intellectual Property) that Buyer receives from Tekalia, whether or not marked as "confidential" or "proprietary" ("Confidential Information"). Buyer may disclose Confidential Information only to its employees and representatives on a "need to know" basis and shall advise such persons about the confidential nature of the Confidential Information and the restrictions on its use. Buyer shall not make or permit the disclosure of any Confidential Information to any other person or use such information for the benefit of any other person. Buyer agrees that the Confidential Information is proprietary to Tekalia.
- Governing Law.** These T&C and any Order shall be exclusively governed by the laws of the province of Québec, Canada, without reference to any rules governing conflict of laws. The Vienna Convention on the International Sale of Goods (1980) shall not apply.
- Export Control.** Buyer acknowledges that the Services and Parts may be subject to applicable export controls laws and regulations, including the Canadian Export and Import Permit Act (R.S.C.1985, c. E-19), the International Traffic in Arms Regulations "ITAR" (22 CFR 120-130) and/or the Export Administration Regulations "EAR" (15 CFR 730-774) (collectively, "Export Control Laws"). Buyer shall comply with all Export Control Laws and shall be solely responsible for obtaining all applicable export licenses, permits and/or government authorizations.
- Independent Contractors.** The relationship between Buyer and Tekalia shall be that of independent contractors. The Order does not create an agency, partnership, or joint venture relationship between Buyer and Tekalia or its personnel.
- Assignment.** Buyer shall not assign any of its rights or obligations under any Order without the prior written consent of an authorized officer of Tekalia.
- No Waiver.** No waiver by Tekalia of any of the provisions of these T&C shall be effective unless expressly set out in writing by an authorized officer of Tekalia. No failure to exercise, or delay in exercising, any right or remedy under these T&C shall operate or be construed as a waiver of such right or remedy.
- Severability.** Each provision of these T&C shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable provision. All other provisions of these T&C shall remain unaffected and in full force and effect.
- Language.** *Ces termes et conditions ont été rédigés en anglais à la satisfaction des parties.* These T&C have been drafted in English at the satisfaction of the parties.