



The following Terms and Conditions of Sale (the “**Terms**”) apply to all sales of “**Products**” by OTH Rigging Solution Inc (“**OTH**”) to the “**Customer**”, together referred as the “**Parties**” pursuant to an “**Order**”. An Order means the payment of the “**Products**” by the Customer to OTH and the acceptance by OTH in the form of an invoice sent to the Customer. The Customer will be conclusively deemed to have unconditionally and irrevocably accepted the “**Work**” upon the completion by OTH of the delivery of the relevant Products.

1. Entire Agreement

The Order, including these Terms, is the complete and entire agreement between the Parties with respect to the subject matter of the Order. OTH hereby objects to and shall not be bound by any additional, different or conflicting terms, whether printed or otherwise, in any other communication between the parties (including on any of the Customer’s forms), it being understood that the terms and conditions of the Order (including these Terms) shall prevail notwithstanding any such additional, different or conflicting terms. Without limiting the generality of the foregoing, no understandings or communications between the parties, whether written or verbal, proposal or other document exchanged between the Parties on or before the date of the Order, no information and data contained in general product documentation and price lists, and no provisions contained in the Customer’s purchase documents, purchase orders, work orders, acceptance documents or other communications or forms form part of the Order and none of the foregoing has any legal effect between the Parties unless contained expressly in the Order.

2. Terms of Payment

All amounts are due 100% in advance of performance of the Work via credit card or bank transfer. All amounts shall be paid in the currency as set out in the Invoice. All amounts for transportation, duties and brokerage fees shall be paid as set out in the Invoice.

3. Delivery

Shipping dates are estimates only and OTH is not liable for any delays in delivery or for failure to perform due to causes beyond the reasonable control of the OTH, nor shall the carrier be deemed an agent of OTH. A delayed delivery of any part of an Order does not entitle the Customer to cancel other deliveries.

4. Title and risk of loss

Title pass to the Customer upon delivery of the Product to the carrier and OTH does not assume any responsibility the loss, damage, deterioration or destruction of the Products during shipping, nor any associated costs for insuring the Product during shipping.

5. Claims, Returns, Refunds and Exchanges

a. Missing items:

All claims for missing items must be made within two (2) days of the date of receipt of the Products.

b. Returns:

Prior authorization of OTH must be obtained before returning Products, and OTH may grant or withhold such authorization in its sole discretion. If a return is accepted, a return authorization form will be provided to the Customer and must be clearly indicated on the Customer’s returns. All returned Products must be in saleable and unused condition, be in original containers and/or packaging.

c. Exchanges:

Any item for exchange must be in new condition and in the original packaging. Exchanges must be requested within two (2) days of the date of receipt of Products. Defective item(s) may be exchanged/returned for the same item at OTH's sole discretion. Items purchased from OTH that have been used or altered will not be accepted for exchange.

d. Return Freight / Restocking Fee:

All returned Products will be subject to inspection and a restocking charge to be determined by OTH, at a minimum rate of 30% to be deducted from the Customer refund. OTH does not refund the original shipping and handling. Customer is responsible for all return freight charges including all associated insurance costs, taxes and duties that are to be prepaid by the Customer.

e. Refunds:

Upon receipt and inspection of returned item(s), OTH will advise of the refund status. In the case of manufacturer warranty or failure analysis, OTH will issue any applicable credit pending manufacturer confirmation of failure. OTH initiates credits via the original method of payment within 72 hours of approval. Refunds via credit card can take up to 15 business days to post to the account.

6. Taxes

Prices quoted do not include taxes of any kind. The Customer shall also pay OTH all applicable taxes due and payable in connection with the provision of the Work to the Customer including, without limitation, all Harmonized Sales Tax, Goods and Services Tax, provincial, state and local sales tax and any other forms of value added or sales tax as are from time to time chargeable and payable at law in connection with the Work. The customer agrees to indemnify and hold OTH harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, taxes shall appear as separate items on OTH's invoice.

7. Limits of Work

Only the Products specifically described in the Order are subject to the terms and conditions herein. Unless expressly specified, inspection, maintenance and repair of any kind or other similar services are not included.

8. Confidential Information

Unless otherwise specified in the Order, all information including general business information, prices, financial data, technical data, reports, photographs, electronic files, specifications, software, drawings, tools, dies, patterns, plans, methods or other intellectual property supplied, disclosed, conceived or prepared by OTH in connection with the Order, whether disclosed verbally, in writing, in electronic or other form, shall be considered confidential, shall not, at any time, be disclosed to a third party by the Customer without the written consent of OTH and shall be used by the Customer solely for the purpose of using and maintaining the Work and the products or projects to which the Work relates.

9. Force Majeure

OTH shall not be considered in default or be liable for any failure to perform any obligation under the Order in the event and to the extent that such failure is caused by a condition of force majeure. A condition of force majeure is an event beyond the reasonable control of OTH which prevents or impedes the performance of the Order by OTH, including without limitation the following: change in law, war, revolution, riots, insurrection, civil commotion, invasion, armed conflict, hostilities, acts of terrorism, epidemics, sabotage, theft, explosions, fires, earthquakes,

floods, other natural physical disaster, embargo, prohibition on import and exportation of materials or equipment or services, contamination, acts of God, hazardous properties, transportation blockages, electricity supply interruptions and power failures, strikes, work stoppages, slowdowns or other labour actions and failure of government to issue permits or approvals. OTH shall give notice in writing to the Customer of the occurrence of any force majeure event which causes or is likely to cause any failure by OTH to perform any obligation under the Order. Such notice shall include the nature of the event, the expected duration and any anticipated impact on performance of the Work, including any cost impacts.

10. Limited Warranty

Notwithstanding any other provision of the Order, OTH's limited warranty with respect to the Products is set out in Schedule A and (a) is the only warranty applicable to the Work and all other warranties, conditions, guarantees or similar obligations, whether express or implied by fact, by law (including any statute or regulation), by custom or trade usage or by any course of dealing, including, without limitation, any implied warranties of quality, merchantability, fitness for purpose and fitness for a particular purpose or otherwise, are excluded from the Order and are inapplicable, and (b) is the only remedy of the Customer arising out of defective Product.

11. Limit of Liability

OTH shall in no event be liable to the Customer or any other person with respect to any Product sold or provided by OTH, by way of indemnity or by reason of any breach of contract, warranty, statutory duty, tort, negligence, strict liability or otherwise, whether or not the possibility of such losses or damages were known or should have been known by OTH, (a) for any indirect, special, incidental, punitive, aggravated, exemplary or consequential loss or damage including loss of production, revenues, profits, opportunities, market or use, or economic loss, which may be suffered by the Customer or any other person, (b) for any loss or damage which may be suffered by the Customer or any other person as a result of any suspension or cancellation of the Order by OTH in accordance with its terms, or (c) in an amount in excess of the Purchase Price paid for such Product by the Customer. The Customer will indemnify, defend and hold OTH harmless from any claims based on (a) OTH's compliance with customer's designs, specifications, or instructions, (b) modification of any Products by anyone other than OTH, or (c) use in combination with other products.

12. Indemnity

The Customer agrees to indemnify and hold harmless OTH and its affiliates, and its and their respective officers, directors, employees, agents and representatives (collectively, the "**OTH Parties**"), from and against any and all liabilities, costs, expenses (including, without limitation, legal fees and expenses), claims for personal injury (or death) or property damage, demands, causes of action, damages and judgments suffered or incurred by the OTH Parties relating to the Work and its use by or on behalf of the Customer or any other person, including without limitation pursuant to any third party claims.

13. Assignment

The Customer shall not assign or transfer this agreement or any interest in, or monies under it without the written consent of OTH and any assignment made without such consent shall be null and void.

14. Export Compliance

Products supplied pursuant to an Order may be subject to laws and regulations governing the export of goods and/or technology. The Customer shall not ship or divert any of the Products, or any technical information relating thereto, to any country other than the one as set out in the Order, in violation of any laws. If Products supplied hereunder are to be exported, then OTH's performance of its obligations hereunder is subject to and conditional upon the Customer obtaining the necessary approvals, licenses and permits required by law in relation to such export. The Customer shall indemnify and hold harmless the OTH Parties from and against any and all losses, liabilities, claims, costs and expenses whatsoever (including legal expenses on a solicitor and his own client basis) suffered or incurred by any of the OTH Parties as a result of any breach of this provision by the Customer.

15. Governing Law

Any provision hereof which is contrary to law will not invalidate any other provision thereof. The foregoing sets forth the sole and entire agreement between the parties with respect to the Products supplied hereunder. These terms and conditions and the Order evidenced thereby shall be governed by and construed and interpreted in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein (but without giving consideration to any conflict of law rules). OTH and the Customer agree that the courts of Québec have jurisdiction to entertain any legal proceedings in respect of the Order, including these Terms.

Schedule "A" – Products Warranty

WARRANTY OFFERED BY: This warranty (the "**Warranty**") applies to the sale of all goods, materials, equipment, parts and/or products ("**Products**") by OTH Rigging Solutions Inc ("**OTH**") to the customer (the "**Customer**").

DEFECTS WARRANTED – THIRD PARTY MANUFACTURED PRODUCTS: For Products sold by OTH which are manufactured by third party manufacturers ("**Distributed Products**"), OTH will extend to the Customer the manufacturer's warranty for such Distributed Products in effect at the time of purchase, if any. OTH will assist the Customer to secure the benefits of any applicable manufacturer's warranty when inspection proves the Distributed Products to be defective, all subject to the terms and conditions, including as to warranty length, that are contained in the manufacturer's warranty. OTH does not provide any warranties or guarantees, express or implied, with respect to any such Distributed Products. For details regarding the terms and conditions of the manufacturer's warranty for any particular Distributed Products, please contact your OTH representative.

OTH EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, COVENANTS, CONDITIONS, GUARANTEES OR SIMILAR OBLIGATIONS, WHETHER EXPRESS OR IMPLIED BY FACT, BY LAW (INCLUDING ANY STATUTE OR REGULATION), BY CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, ALL OF WHICH ARE EXCLUDED AND ARE INAPPLICABLE.

The remedies set out herein are the Customer's sole remedies.