



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

“**SELLER**” is defined as Quality NDE Ltd. (Quality NDE) along with their respective directors, officers, agents, and employees.

“**BUYER**” is defined as the buyer of the products or services offered by Quality NDE, along with their respective directors, officers, agents, and employees, but expressly excludes any subsequent Buyer or processor.

“**PRODUCTS**” are defined as any item(s) sold by Quality NDE.

“**SERVICES**” are defined as any system design, drawings, technical advice, maintenance repair, or instructions provided by Quality NDE in connection with the sale, maintenance, repair, or installation of products.

“**GOODS**” is defined as the products and/or Services provided by Seller to Buyer.

2. COMPLETE AGREEMENT

Quality NDE’s sale of any products or services is expressly conditioned on the Buyer’s assent to these Terms and Conditions. Any additional or different terms or conditions proposed by the Buyer are expressly objected to and are hereby rejected and will not be binding upon Quality NDE, unless specifically assented to in writing by an authorized representative of Quality NDE. No course of dealing, usage of trade, or course of performance shall explain or supplement these Terms and Conditions. Any order for Goods, any statement of intent by Buyer to purchase Goods, any shipment or delivery of Goods by Quality NDE, any direction to perform work, or any assent to Quality NDE’s performance of work by Buyer shall constitute Buyer’s assent to these Terms and Conditions.

3. CANCELLATION, TERMINATION, OR CHANGE OF ORDER

Once Quality NDE accepts an order by the Buyer, the Buyer waives its right to cancel the order. In the event of termination of an accepted order, the Buyer shall pay all costs, expenses, loss of profits, and damages sustained by the Seller in connection with such termination. Terminated orders may be subject to the full invoice price, less any salvage value. No order may be changed without the Quality NDE’s written consent and then the Buyer shall bear all costs involved in completing any such changes.

4. PAYMENT AND CREDIT TERMS

For customers with credit terms, payment shall be made in net Canadian Dollars (CDN\$) or US Dollars (US\$) within thirty (30) days from the date of invoice, unless otherwise agreed in writing by Quality NDE and the Buyer. Payment shall be made via wire transfer or bank draft, at Buyer’s expenses.

For international transactions, all payments shall be made prior to shipping goods. Special order, special goods, custom fabricated goods, discontinued or demo/clearance goods shall be paid in full upon ordering.

For all Buyers without credit terms, all payments shall be made prior to shipping, via wire transfer, bank draft or credit card (VISA, MasterCard or AMEX). A two and a half percent (2.5%) administrative fee applies for amounts above CDN\$5,000 (five thousand Canadian dollars) paid with VISA or



MasterCard. A two and a half percent (2.5%) administrative fee applies on all amounts paid with AMEX.

Prorated payment may, at the election of the Seller, become due as any shipment(s) of the Products are made. If completion of any shipment of the Products is delayed by the Buyer, of the Buyer's efforts could have kept such shipment from being delayed, the Seller may require payment of the contract price based upon the percentage of completion of the shipment(s) of the Products. The Seller may defer or cancel the shipment(s) of the Products and/or delay or cancel the services if the Buyer fails to make any payment to the Seller.

Quality NDE reserves the right to revoke credit terms extended to Buyer in the event that:

- (i) Buyer fails to pay for any Goods or Services, previously or subsequently delivered or performed, when due, or
- (ii) in the sole judgment of Quality NDE, there has been a material adverse change in Buyer's financial condition. Quality NDE shall have the right to demand payment or other assurances of Buyer's financial conditions, which it deems adequate before shipment of any Goods or performance of services.

5. TAXES AND OTHER CHARGES

In addition to the purchase price, Buyer shall pay all applicable taxes, customs duties, provincial fees, and other similar charges and expenses imposed by national, provincial or local governmental entities on the Products or Services.

6. FAILURE TO PAY; SECURITY INTEREST

Buyer's failure to make any payment when due shall cause the entire amount of the unpaid balance owed to Quality NDE to become immediately due and payable. In addition to any other rights of Quality NDE, Quality NDE may, upon default of the Buyer in payment,

- (i) apply a service charge at the rate of two percent (2%) per month on the unpaid balance or
- (ii) remove the Goods and hold them or sell them at public auction or private sale, it being understood that Quality NDE is permitted to purchase the Goods at any public sale, or both (i) and (ii).

If the unpaid balance plus interest and service charges is not satisfied from the net proceeds of such sale (after the deduction of reasonable removal, storage, taxes, and attorneys' fees and other ordinary or necessary expenses incurred in connection therewith), then Buyer shall pay on demand any such deficiency as liquidated damages for breach of contract, along with all agency and attorneys' fees and court costs incurred by Quality NDE in the collection of such delinquent payments.

Buyer hereby grants to Quality NDE a security interest in the Goods, and any accounts receivable, profits, proceeds, or cash from resale thereof, until full payment is made to Quality NDE. Buyer agrees to file, or permits Quality NDE to file, any financing statements or other applicable documents with governmental authorities necessary to perfect the validity, priority, and enforceability of Quality NDE's security interest. Buyer will take such other actions reasonably required to enforce Quality NDE's security interest.



7. SHIPMENT AND DELAYS

All shipments are FCA at Quality NDE's facility; on Buyer's choice of carrier. All claims for lost and damaged Goods should be made directly to Buyer's carrier.

If the shipment is CPT "Carriage Paid to" destination; Quality NDE will prepay and add the shipping cost to the agreed destination. All claims for lost and damaged Goods should be made directly to the carrier by the buyer.

Quality NDE shall not be liable to Buyer or any other third party for any lost or damages resulting from delay in delivering the Products or Services caused by fire, flood, strike, labor dispute, riots, theft, accident, delay in transportation, epidemic and quarantine, act of God, or any other reasonable cause beyond the control of the Seller. Quality NDE shall in no event be liable for loss of anticipated profits, increased operating expenses or any direct, indirect, or consequential damages of any kind caused by delay in delivery. Delivery dates quoted are approximate. The Buyer shall be solely responsible for all costs associated with the delivery of the Product.

8. INSPECTION, ACCEPTANCE AND RETURNS

Goods returns due to damage upon delivery: Buyer should thoroughly inspect the Goods upon receipt. The Goods shall be deemed accepted upon delivery. All claims arising from over, short, defective, or damaged Goods upon delivery shall be made within fourteen (14) days of receipt.

Goods returns for reasons other than damage upon delivery: All returns are subject to Quality NDE's written acceptance prior to return shipping. Returned Goods must be unused, in brand-new condition, in its unaltered original packaging with all accompanying items/accessories as shipped by Quality NDE. Consumable Goods must be unopened. No cash refunds will be provided. Goods will be subject to a minimum 20% restocking fee unless a different percentage has been accepted in writing by Quality NDE.

Please note that items identified as "Special Order: No Return", special Goods, custom manufactured goods, discontinued or demo/clearance Goods will be accepted for return credit only if the item was processed in error by Quality NDE.

9. INTELLECTUAL PROPERTY

All copyrights, trade secrets, specifications, drawings, plans, technical documents or other intellectual property elements provided by Quality NDE for Buyer's use or for information shall remain, at all times, the exclusive property of Seller and may not be copied, reproduced, transmitted, or communicated to a third party without Quality NDE's prior written consent.

10. COMPLIANCE WITH LAWS

Buyer shall comply with all applicable national, provincial, and local laws and regulations governing the purchase, use, and transfer of the Goods at all times. Buyer agrees that all Products purchased are for Buyer's use only and not for resale outside of Canada.

11. CHOICE OF LAW AND JURISDICTION; COURTS

The validity, performance, and all matters relating to the interpretation and effect of these Terms and Conditions shall be construed and interpreted in accordance with the laws of the Quebec, without regard to the conflict of laws thereof, provided that any provision of such law invalidating any provision of these Terms and Conditions or modifying the intent of the parties as expressed in these Terms and Conditions shall not apply. This transaction is deemed to have been made in the Province of Quebec.

All controversies, disputes, and claims arising out of or relating to this transaction or these Terms and Conditions, or the breach or threatened breach of these Terms and Conditions, shall be adjudicated by a provincial court located within the Province of Quebec, except that any judgment obtained in such action may be enforced in other jurisdictions. Buyer hereby waives personal service of process provided that the process is served by certified mail. Buyer hereby waives any objection that it may have regarding the personal jurisdiction or venue of any of the aforementioned courts, as well as any claim that the forum or venue is inconvenient or should be transferred. Buyer agrees to pay all costs, legal fees, and expenses incurred by Quality NDE resulting from all controversies, disputes, or claims which are adjudicated or settled favorable to Quality NDE.

12. INDEMNIFICATION

Buyer shall at all times defend, indemnify, and hold harmless Quality NDE, its successors and permitted assigns, and any of their respective officers, directors, members, employees, representatives, and/or agents, and each of them, from and against any and all claims, damages, liabilities, costs, and expenses, including, without limitation, fees and disbursements of counsel and court costs, incurred by Quality NDE, arising out of or relating to Buyer's breach of these Terms and Conditions, including without limitation, the payment terms, and its failure to comply with applicable laws, regulations, rules, or orders, all to the fullest extent permitted by law.

13. ASSIGNMENT

These Terms and Conditions, and any of Buyer's rights hereunder, may not be assigned by Buyer, in whole or in part, without Quality NDE's prior written consent. Any purported assignment in contravention of this section will, at the option of Quality NDE, be null and void and of no effect. Except as otherwise provided herein, these Terms and Conditions shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

14. WAIVER

No waiver of any of Quality NDE's rights under these Terms and Conditions shall be deemed effective unless contained in writing signed by Quality NDE, and no waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other provisions of these Terms and Conditions.

15. SEVERABILITY

If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of these Terms and Conditions shall continue in full force without being impaired or invalidated in any way.