

UNICHAIRS INC. GENERAL TERMS AND CONDITIONS

1. Applicability. These terms and conditions of sale (these “Terms”) are the only terms that govern the sale of the goods (“Goods”) by UNICHAIRS INC. (“Seller”) to the party named on the written quotation (the “Quote”) delivered by Seller to such party in connection with the sale of the Goods identified therein (“Buyer” and together with Seller each a “Party” and collectively, the “Parties”). The accompanying Quote and these Terms (collectively, this “Agreement”) comprise the entire agreement between the Parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Seller expressly rejects Buyer’s general terms and conditions of purchase, and fulfillment of Buyer’s order does not constitute Seller’s acceptance of any of Buyer’s terms and conditions or serve to modify or amend this Agreement. Buyer’s acceptance of the Quote is a prerequisite to the purchase and sale of the Goods and shall operate as an acceptance of these Terms (and, for the avoidance of doubt, the contents of such Quote).
2. Delivery.
 - a. The Goods will be delivered within a reasonable time after Seller’s receipt of the Quote, duly executed by Buyer, subject to the availability of the Goods. Delivery dates given by Seller are estimates only and are subject to shipping variations and requirements. Seller shall not be liable for any delays, loss, or damage in transit.
 - b. Unless otherwise agreed in writing by the Parties in the Quote, Seller shall deliver the Goods to the location set forth on the Quote (the “Delivery Point”) using Seller’s standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods immediately upon delivery of the Goods to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labour reasonably suited for receipt of the Goods at the Delivery Point. Buyer is responsible for any fees associated with not taking timely delivery of the Goods, such as storage fees.
 - c. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped (adjusted pro rata) whether such shipment is in whole or partial fulfillment of Buyer’s purchase order. If Seller delivers to Buyer a quantity of Goods which is less than the quantity set forth in the signed Quote, Buyer shall not be entitled to object to or reject the Goods or any portion thereof by reason of the shortfall.
3. Title and Risk of Loss. Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a purchase money security interest under the Ontario Personal Property Security Act in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time

to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

4. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of Seller.
5. Inspection.
 - a. Buyer shall inspect the Goods within five (5) days of receipt (“Inspection Period”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods (as hereinafter defined) during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. “Nonconforming Goods” means only the following: (i) Goods shipped are different than identified in the Quote; or (ii) the Goods’ label or packaging incorrectly identifies its contents.
 - b. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to a facility designated in writing by Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer’s shipment of such Nonconforming Goods, ship to Buyer, at Buyer’s expense and risk of loss, the replaced Goods to the Delivery Point. Any Nonconforming Goods returned or otherwise replaced by Seller shall be owned by Seller.
 - c. Buyer hereby acknowledges and agrees that the remedies set forth above in this Section are Buyer’s exclusive remedies for Nonconforming Goods. Except as provided herein, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.
6. Price. Buyer shall purchase the Goods from Seller at the prices (the “Prices”) set forth in the Quote, including all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel, or real or personal property or other assets.
7. Payment Terms.
 - a. Upon execution of the Quote, Buyer shall pay to Seller a deposit equal to fifty percent (50%) of the aggregate amount of the Prices set forth in the Quote, and the remaining amount shall be due prior to Seller’s delivery of the Goods. Buyer hereby acknowledges that Seller shall have no obligation to begin production of the Goods until such deposit has been received by Seller. All payments hereunder shall be in Canadian dollars and made in such method as mutually agreed upon by the Parties. Buyer shall pay interest on all late payments at the lesser of the rate of three and one-

half percent (3.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law, Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof.

- b. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, insolvency, or otherwise.

8. Limited Warranty. Seller warrants to Buyer that:

(a) for a period of twelve (12) months from the date of the Quote (the "**Warranty Period**"), the Goods (expressly excluding Goods comprised of vinyl and textiles) will conform in all material respects to the specification and will be free from defects in design, material and workmanship under normal conditions of use; and

(b) Buyer will receive good and valid title to the Goods, free and clear of all encumbrances and liens.

The warranties under this Section do not apply where the Goods have been: (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, use contrary to any instructions issued by Seller (including any improper or unintended use), or improper testing, installation, storage, handling, repair, or maintenance; (ii) reconstructed, repaired, or altered by anyone other than Seller or its authorized representative; or (iii) used with any third-party product or hardware not previously approved in writing by Seller.

9. Buyer's Exclusive Remedy for Breach of Warranty. During the Warranty Period:

Buyer shall notify Seller in writing of any alleged warranty claim within seven (7) days from the date Buyer receives the Goods. Buyer shall ship the relevant Goods within five (5) days of the date of its notice to Seller, at its expense and risk of loss, to a facility designated by Seller for inspection and testing.

- a. If Seller's inspection and testing reveals that such Goods do not conform with the limited warranty set forth herein, Seller shall in its sole discretion and at its expense either (i) repair or replace such Goods, or (ii) credit or refund the Price of such Goods less any applicable discounts, rebates, or credits; provided that if Seller exercises its option to repair or replace, Seller shall, after receiving Buyer's shipment of such Goods, ship to Buyer, at Buyer's expense and risk of loss, the repaired or replacement Goods to a location designated by Seller.
- b. THIS SECTION SETS FORTH THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY.

10. Warranties Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
11. Limitation of Liability. IN NO EVENT SHALL SELLER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.
12. Product Recalls. If Seller determines that all or any portion of the Goods are subject to any adverse event or if Seller receives any complaint concerning the safety of the Goods, Buyer acknowledges and agrees that Seller may, at its expense, initiate a recall of the Goods and take all actions necessary to implement the recall on a timely basis. Seller shall in its sole discretion and at its expense either (i) repair or replace such Goods, or (ii) credit or refund the Price of such Goods less any applicable discounts, rebates, or credits.
13. Environmental Compliance. Seller agrees to use commercially reasonable efforts to comply with all applicable environmental laws and regulations in Canada. Seller endeavors to minimize the environmental impact of its business operations and incorporate sustainable practices where practicable.
14. Compliance with Law. Buyer shall comply with all laws, regulations, and ordinances applicable to this Agreement, performance of its obligations hereunder, and use of the Goods, including privacy and data protection laws applicable in Canada.
15. Insurance Requirements. If Buyer or Seller is required to maintain insurance coverages relating to the Goods, such party shall maintain such insurance, including commercial general liability, with financially sound insurers having limits appropriate to cover the risks associated with such party's operations.
16. Termination. Seller may terminate this Agreement immediately upon written notice if Buyer: (a) fails to pay any amount when due; (b) fails to perform its obligations hereunder; or (c) becomes insolvent or initiates bankruptcy proceedings.

17. Waiver. No waiver by Seller of any provision is effective unless explicitly set forth in a signed writing. No failure or delay in exercising any right shall operate as a waiver thereof.
18. Confidential Information. All non-public, confidential, or proprietary information of Seller disclosed to Buyer shall be kept confidential and used solely for performing this Agreement. Buyer shall return such information upon Seller's request.
19. Force Majeure. Seller shall not be liable for failure or delay caused by events beyond its control, including acts of God, strike, labour disturbances, pandemic, transportation delays, government actions, or other events beyond reasonable control.
20. Assignment. Buyer may not assign its rights or obligations without Seller's prior written consent.
21. Relationship of the Parties. The relationship is that of independent contractors; nothing creates a partnership, joint venture, agency, or employment relationship.
22. No Third-Party Beneficiaries. This Agreement benefits only the Parties. No other person has any right or remedy under this Agreement.
23. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. All legal proceedings shall be instituted in the courts of the Province of Ontario in the judicial district in which Seller's principal place of business is located.
24. Dispute Resolution. Any dispute arising out of or relating to this Agreement shall be finally resolved by arbitration administered in Ontario in accordance with the Arbitration Act (Ontario). The arbitration shall be conducted by a sole arbitrator appointed by mutual agreement; if the Parties cannot agree, the arbitrator shall be appointed in accordance with the Act. The arbitration shall take place in the judicial district where Seller's principal place of business is located. Each Party shall bear its own costs, and the arbitrator may award costs and fees as permitted by law.
25. Notices. All notices must be in writing and sent to the parties at the addresses set forth on the Quote by courier or registered mail.
26. Severability. If any provision is invalid or unenforceable, it shall be severed without affecting the remaining provisions.

SIGNED BY: _____

DATE: _____