



SpaceBridge International Standard Terms and Conditions of Sale

APPLICABILITY | The following terms and conditions (the “Agreement”) or any amendment thereof apply to all POs for the purchase of products and services (“Work”) as accepted by SpaceBridge Inc or its affiliates (“Spacebridge”). In the event of any conflicts between the terms and conditions of this Agreement and any specific terms and conditions previously offered by SpaceBridge in writing, the latter shall take precedence,

PRICES | [1] Price(s) quoted are valid for Work delivered in accordance with product specification, estimated delivery schedule and delivery terms stipulated by Spacebridge. [2] Price(s) excludes all import duties and taxes which are to be paid by Buyer. [3] Buyer shall pay for the disposal of any item of Work in accordance to applicable regulations, including but not limited to, the European Council Directive on Waste Electrical and Electronic Equipment (WEEE).

PAYMENT | [1] Payment terms are net 30 days of invoice subject to credit worthiness, failing credit approval payment is due in full upon notification of readiness to deliver and prior to delivery. [2] Credit approval may be revoked at any time and then full payment is required to initiate or continue the Work. [3] Notwithstanding the foregoing, for certain orders, Buyer may be required to pay a deposit before the PO is accepted or to pay the full value before delivery. [4] Late payments may cause an interest of 2.5% compounded monthly (34.49% per annum), effective from the date the invoice was originally issued.

DELIVERY | [1] Delivery shall be ExWorks Spacebridge’s shipping point (Incoterms - 2010), (the “Delivery”). [2] Delivery dates requested by Buyer are solely for planning purposes. [3] Default in timely payment may result in the suspension of Work or refusal to deliver. [4] If Delivery is delayed by Buyer, storage fees may apply.

EX WORKS | [1] Ex-Works (Incoterms 2010) shall mean the Seller must deliver the goods by placing them at the disposal of the Buyer at the agreed point. [2] If no specific point of Delivery has been agreed within the named place of Delivery, and if there are several points made available, the Seller may select the point that best suits its purpose. [3] For the purpose of clarity, the points made available shall include but not be limited to Seller’s facilities and Suppliers and Subcontractors Facilities.

TITLE, RISK AND CONTROL | [1] Risk of damage or loss, and control shall pass to Buyer upon Delivery. [2] Title shall not pass to Buyer until full, unconditional and final payment. [3] Work shall remain, at all relevant time personal or movable property even though it may become attached or affixed to real or immovable property. [4] Buyer agrees not to encumber or suffer a lien upon Work until transfer of title.

ACCEPTANCE | Acceptance shall have occurred within 5 calendar days after each Delivery unless a detailed non-conformity report is submitted in writing after inspection (“Acceptance”). If a non-conformity is reported, Acceptance shall take place upon resolution thereof.

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WARRANTY | [1] The warranty period shall be of 12 months after Acceptance and SpaceBridge at its own discretion and expense will repair or replace products or parts thereof (excluding Buyer-furnished supplies incorporated therein) which are proven defective in materials or workmanship or fail to conform substantially to the applicable specifications. [2] Products shall be returned for inspection in its original packaging at Buyer's expenses. [3] Warranty shall not apply if any defect is caused by Buyer's fault, including but not limited to abuse, accident, misuse, mishandling, vandalism, neglect, water, fire or excessive heat, ESD event, transportation, improper installation or testing, repair or alteration by someone other than SpaceBridge or authorized by Spacebridge, or if any warranty tamper seal labels have been altered. [4] In no case, SpaceBridge shall be responsible for: (i) any products or services supplied by other than Spacebridge, or (ii) any equipment connected to Work, or (iii) any software not authorized which operates or is resident on or with Work, or (iv) any use or operation not in conformance with the applicable documentation. [5] Parts manufactured by third parties shall bear only such warranty as may be given by the original manufacturer. [6] In no event shall Spacebridge's liability extend beyond repairing or replacing the defective product (plus return transportation charges to the Buyer site). [7] This warranty is Spacebridge sole liability for defects and excludes all other warranties or representations expressed or implied in fact or by law or equity. [8] Should any warranty be void or a claim be denied, Buyer shall be informed, and upon consent, charged with the repair costs.

CHANGES | [1] Changes to drawings or specifications, which do not materially affect quality, form, fit or function, may be implemented by SpaceBridge without notice. [2] Buyer may propose changes within the general scope of this Agreement and such changes shall only be made upon written agreement to any resulting adjustment in the standards of performance, specifications, price, delivery schedule, and warranty. If such agreement is not reached, SpaceBridge shall be under no obligation to implement such changes.

CANCELLATION AND TERMINATION | [1] This Agreement may be terminated forthwith upon written notice, should Buyer: (i) becomes insolvent; (ii) makes a general assignment for the benefit of creditors; (iii) suffers or permits the appointment of a receiver or a manager for its business or assets; (iv) becomes subject to any proceeding related to bankruptcy or insolvency or any other action for the protection of the rights of creditors or (v) causes an event which, at SpaceBridge sole discretion, cannot be cured or causes irreparable damage to Spacebridge, or its affiliates, officers or directors. [2] This Agreement may be terminated if Buyer fails to cure the breach of any obligation, or to affect any payments hereunder after 10 days of notification. [3] In the event of termination or cancellation of any PO, SpaceBridge shall cease to fulfill the PO and Buyer shall pay all Work completed, work-in-progress, services being rendered, equipment, components, subassemblies, raw material and other material purchased, a cancellation fee between 10% and 50% of the price of the cancelled portion and all other costs attributable to the termination or cancellation of the PO, including but not limited to, subcontractor cancellation charges, inventory return and restocking fees, administrative costs of settlement, and/or any extraordinary expenses or losses. [4] For POs of special projects or custom Work Buyer may be required to pay the full value even if Buyer wishes to cancel such PO.

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LIMITATION OF LIABILITY | [1] Neither SpaceBridge nor its affiliates, officers or directors shall be liable for any incidental, special, consequential or indirect damages of any kind including, but not limited to, damages for interruption of business, procurement of substitute goods, or loss of profits, regardless of the form of action whether in contract, tort, in law or in equity, including but not limited to negligence or strict product liability, even if SpaceBridge has been advised of the possibility of such damages. [2] Spacebridge's aggregate liability for any claims shall not exceed ten percent of the amounts paid.

INDEMNIFICATION | [1] Buyer shall indemnify and hold harmless SpaceBridge and its affiliates from and against all claims arising from personal injuries to employees and damage to property. [2] Buyer shall be liable for and shall indemnify and hold harmless SpaceBridge and its affiliates from all third party claims arising from or in connection with any Work including, but not limited to, (i) the use, operation, performance or construction with Work, (ii) the alleged infringement of intellectual property due to Buyer's specifications and (iii) all costs and attorney's fees incurred by SpaceBridge thereunder.

INTELLECTUAL PROPERTY | [1] SpaceBridge shall have or retain the entire right, title and interest in and to all information used or first produced by Spacebridge, including but not limited to, all inventions, discoveries, new and useful art, processes, methodologies, techniques, manufacture, design or composition of matter, or any new and useful improvement thereof conceived or developed or first actually reduced to practice by SpaceBridge whether registered or not, in the performance of this Agreement, except for buyer-furnished data. [2] SpaceBridge shall have no obligation to deliver any information which is not otherwise specifically stated to be a deliverable.

CONFIDENTIALITY | Buyer recognizes that certain information, including without limitation, schemes, designs, specifications, computer software, drawings, illustrations, manufacturing description and technical specifications, business models and procedures, methodologies, product documentation is confidential and proprietary, and as such, Buyer shall hold such information in confidence using the same degree of care as it normally exercises to protect its own confidential information but not less than reasonable care. Buyer shall not supply or disclose such confidential information to any third party without prior written consent.

FORCE MAJEURE | SpaceBridge shall not be liable for any non-performance or damage arising from a situation which is beyond its reasonable control or is commercially unreasonable, whether such situation is foreseeable or not, including but not limited to, acts of God, acts of Buyer, act of civil or military authorities, riots, or labor actions

OTHER PROVISIONS | [1] SpaceBridge reserves the right to subcontract Work either in whole or in part. [2] A waiver by SpaceBridge of a breach of any provision or if SpaceBridge ceases to insist upon a performance of any provision, shall not be construed as a continuing waiver of the breach of the same or of any other provisions. [3] Without limitation to any remedies at law, SpaceBridge shall be entitled to seek injunctive relief against any breach of any provision hereof.

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[4] If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall be severed and shall be ineffective to the extent of such unenforceability and shall not affect or impair the remaining provisions hereof, which provisions shall remain in full force and effect. [5] Buyer shall not assign this Agreement in whole or in part without the express prior written consent of Spacebridge. Authorized assigns or successors in interest shall be fully bound by all terms and conditions hereunder. Such consent shall not discharge Buyer from its obligations. SpaceBridge may assign this Agreement to any of its affiliates. [6] Nothing contained herein shall be construed as creating any agency, employment relationship, partnership, principal-agent or other form of joint enterprise or venture. [7] This Agreement shall be the entire agreement between the parties and shall supersede all whether written or oral representations or agreements. Variation may only be made upon written agreement of equal formality. Buyer agrees that this Agreement and any specification submitted by SpaceBridge shall prevail over any inconsistent provisions or specification submitted by Buyer. [8] This Agreement shall be governed by, construed and interpreted according to the laws of the Province of Quebec. Canada. Venue shall be Montreal, Canada and proceedings shall be conducted in English.