

**TERMS AND CONDITIONS
INSTALLATIONS SECURACK INC.**

The terms and conditions included in this document applies to all service and / or sale contract agreed between a third party and Installations Securack INC and are irrevocable unless written acceptance by Installations Securack INC. By providing a purchase order to Installations Securack INC, the issuer acknowledges and accepts the terms and conditions of this document. In the event of any inconsistency between these terms and conditions and those of any other documents, those of this present document take precedence unless otherwise stated in writing by Installations Securack INC. These terms and conditions will be governed and interpreted with the laws of the Province of Quebec.

PART A – GENERAL TERMS AND CONDITIONS

1 PRICES

- 1.1** All prices are in Canadian Currency.
- 1.2** Unless otherwise indicated on bid the prices of a bid are valid for 10 days following the date indicated on the bid.
- 1.3** Given the nature of the components, prices are based on the current cost of steel mills and are subject to fluctuations.
- 1.4** Unless otherwise stated in the bid, installation and assembly prices are not included.
- 1.5** Unless otherwise stated in the bid, installation prices, if included, are based on a work schedule from Monday to Friday from 8:00 am to 5:00 pm.
- 1.6** Prices submitted do not include brokerage fees, government taxes or any other taxes. All these additional fees and taxes will be at the customer's expenses.

- 1.7** If changes to an order are required by the customer, additional charges may apply and will have to be borne by the customer.

2 ORDERS

- 2.1** Any order (service or sale contract) is subject to the final approval of Installations Securack INC. Installations Securack INC reserves the right to refuse an order with its prices and / or terms and / or conditions if the Installation Securack INC judges that there is incompatibility with their objectives.
- 2.2** All orders must reflect a proposal.
- 2.3** The minimum order amount must be \$ 200 Canadian before taxes.
- 2.4** Installations Securack INC can not be held responsible for its inability to complete an order under the terms, conditions and prices agreed in the event of an impediment beyond its control, including without limitation, fortuitous events, strikes, inability to obtain labor, fuel or raw materials and rising costs of materials and services. Installations Securack INC shall promptly advise the client of such incapacity.

3 DELIVERY DELAY

- 3.1** Delivery delays may vary at the time of order due to daily fluctuations in inventories, production schedules and order books.
- 3.2** Delivery delays begin upon receipt of the final order, all information relating to this order, all approval documents (plans, drawings, contracts, etc.) and the first payment.

4 DELIVERY / TRANSPORT

- 4.1** Unless otherwise stated in the bid, no shipping costs are included.
- 4.2** Whether shipping costs are supported by the customer or not, the

customer is fully responsible for the contents of the delivery during transport between the original address and the final address. Installations Securack INC can not be held responsible for damage, loss or theft that occurred during delivery. The transfer of risks to the customer in case of damage to the load is done as soon as the carrier agrees to leave the pickup address of the goods. The customer assumes all the risks related to the transport of the goods. All claims for damages in the event of damage during transport must be filed by the customer with the carrier as soon as possible. The customer undertakes to inspect the goods upon receipt of the order and to sign all the bills of lading required in this regard, failing which the customer will be deemed to have declared himself satisfied with the goods and their condition.

4.3 Customer is responsible for receiving and unloading components unless otherwise stated by Installations Securack INC.

4.4 The customer must receive the load on the delivery date provided by Installations Securack INC. Installations Securack INC will advise delivery date at least two working days in advance. If the customer must request a change on this date, he must do so at least one working day before the given delivery date. In addition, unless the customer specifies a specific time window for the receipt of the order at least one working day prior to the scheduled delivery date, Installations Securack INC assumes that the reception can be between 8:00 am and 5:00 pm local time. In the event that the delivery is refused by the customer on the date and within the previously agreed time period, Installations Securack INC reserves the right to charge the customer all costs due to this refusal.

4.5 Deliveries that are delayed at the customer's request are subject to additional

storage charges and other costs associated with such delays.

5 TERMS OF PAYMENT

5.1 When payment terms include the expressions «at signature (or at order)», «at delivery» and «net X days» here is how these expressions must be interpreted:

«at signature (or at order)»: when the purchase order is issued

«at delivery»: this payment must be received before the scheduled day of delivery

«net X days»: in the case where this contract includes installation services, the "X" days period for the payment of these installation services shall commence on the date the installation is completed. On the other hand, for any material the delay starts the day of the delivery of the components.

5.2 Payment terms are subject to credit approval.

5.3 In the event of non-compliance with the prescribed payment deadlines, Installations Securack INC will apply 2% monthly interest or 26.8% per year on any overdue account.

5.4 The customer waives any withholding of payment or compensation for any reason.

5.5 Installations Securack INC remains the sole owner of any merchandise sold until all payments have been received. If the terms of payments previously received are not respected, Installations Securack INC reserve the rights to recover all merchandise. If partial payments have been received, Installations Securack INC gives no guarantee that they will refund these amounts to the customer in the event that they are obliged to recover the goods from a customer.

6 RETURN

6.1 No return of any merchandise will be accepted by Installations Securack INC.

7 ORDER CANCELLATION

7.1 Installations Securack INC offers no guarantee as to the possibility of canceling an order.

8 WARRANTY

8.1 Installations Securack offers no additional warranty than does offered by the manufacturer of the components purchased. This warranty being offered by the manufacturer, the customer must address any claims for the application of a guarantee directly to the manufacturer. Installations Securack can not guarantee a positive response to a warranty application and can not be held responsible if a manufacturer does not respect their warranty or if their guarantee is not sufficient according to the laws and regulations in force.

9 INSTALLATION SERVICES

9.1 Unless specified in the bid, a bid does not include the installation of components included in proposition.

9.2 Unless otherwise indicated in a bid, installation services, if included, are not CCQ / RBQ

9.3 In the case where the bid includes an installation price and that it is specified that this price includes the unloading of the components at the installation site, reasonable space must be available for the reception and the unloading of the components. Installations Securack INC reserves the right to upcharge client for any delays resulting from an infringement of this paragraph.

9.4 The access between the unloading area and the zone of installation of the proposed system and the installation zone shall be free of any obstacles impeding the smooth operation. Installations Securack INC reserves the right to upcharge for any delays

resulting from an infringement of this paragraph.

9.5 Unless otherwise stated in the bid, the installation schedule is from 8:00 am to 5:00 pm, Monday to Friday.

9.6 An agreement between the client and Installation Securack INC on the start date of the work must be specified at contract signature.

9.7 In the event that the start date of the work must be preceded or postponed, the client must notify in writing 10 days before the expected date of commencement of the work. If the request is made within 10 days of the originally scheduled date, Installations Securack INC reserves the right to charge the customer any costs resulting from this change. In all cases, the customer is informed that Installations Securack INC may have to delay, without time limit, the installation of the project due to their order books at the time of the request for a change of start date of the work.

9.8 The work must be done continuously according to the schedule of Installations Securack INC from the date of commencement of work previously heard between the client and Installations Securack INC. In the event that the customer requests temporary work stoppage, Installations Securack INC reserves the right to charge any costs resulting from this request. The client is advised that Installations Securack INC may have to delay, without time limit, the resumption of the project installation work due to their order books at the time of the stop work request.

9.9 In the event that the installation of the system and / or components is not performed by Installations Securack INC, they can not be held responsible for any problem or damage to the system and / or components that would be due to bad installation practice.

9.10 The storage system installation must be performed by professional installers familiar with the products and in accordance with the standard CSA A344-05.

9.11 If installation plans have been provided by Installations Securack INC, the installation must be carried out in accordance with these plans while complying with all applicable standards.

10 CONFIDENTIAL INFORMATION

10.1 The client may not disclose, use or reproduce any information obtained from Installations Securack INC unless otherwise agreed in writing. The client will not acquire any ownership rights in the concepts, plans, drawings and documents that may have been made available. Installations Securack INC will remain the exclusive owner of all intellectual property rights relating to the property or information obtained from Installations Securack INC. Any use of this intellectual property is strictly prohibited unless authorized in writing by Installation Securack INC.

11 SETTLEMENT OF DISPUTES

11.1 In the event of a dispute resolution made in writing by the client, the following steps must be taken to attempt settlement: (1) Attempt to negotiate between the leaders of the parties involved. In the event that no agreement can be reached at this stage, the parties will have to proceed to the next step. (2) Attempt to negotiate between the parties concerned with the help of a mediator. The mediator will be appointed by Installations Securack INC. In the event that no agreement can be reached at this stage, the parties will have to proceed to the next step. (3) Trial in a Canadian court to settle the dispute.

PARTIE B - TECHNICAL TERMS AND CONDITIONS

12 CLIENT'S RESPONSIBILITIES AND OBLIGATIONS

12.1 It is the customer's responsibility to ensure that the capacity of the floor is sufficient to support the anticipated loads.

12.2 It is the customer's responsibility to ensure that all fire protection requirements are met (sprinklers incorporated in the storage system, fire hoses, fire extinguishers, etc.). The client must ensure that all fire safety laws are complied with and that in no case does the storage system block access to an exit and / or egress required by the fire safety laws. If sprinklers are to be incorporated into the storage system, they must be designed and installed by a third party.

12.3 The customer is responsible for obtaining all necessary permits and approvals with the local authorities for the implementation of the storage system on its premises as well as those required for the erection / installation of this system. No fees for obtaining these permits and / or approvals are included in our proposition. Any required changes or modifications required by local authorities may influence project prices and delays. In the event that the work should be stopped due to a local authority citing in default a customer who does not have the required approvals and permits, Installations Securack INC reserves the right to charge the customer for all costs associated with this judgment and also to require full payment for the project even if it is not completed.

12.4 All responsibilities and obligations of the customer detailed in this document must be duly completed prior to the commencement of the industrial storage system installation. Installations Securack INC reserves the right to upcharge the customer for any delay resulting from a breach by the customer to this paragraph.

12.5 The client understands and agrees that the improper use of the goods purchased from Installations Securack INC may pose a danger to the safety of individuals, may result in injury or death, and may represent a risk of loss or damage to property. The client must ensure that any combination or compilations of property acquired from Installations Securack INC are appropriate and adapted to the intended use. Therefore, the customer must comply with all applicable laws and regulations as well as instructions for use and other specifications of Installations Securack INC and / or manufacturers of components made available to the customer (provided with the goods, on Installation Securack INC website and / or the manufacturer, etc.) before using the goods. The client shall exempt from all liability, indemnify and defend Installations Securack INC against all claims, demands, causes of action, lawsuits or judgments (including expenses and reasonable fees of attorneys generated by these) for the death or injury of any person or for loss or damage to property related or resulting from misuse of property caused by customer negligence or other customer default.

12.6 The client is responsible of providing and displaying plaques indicating the load rating of the storage system according to all laws and standards.

13 ENVIRONMENT OF THE INSTALLATION ZONE OF THE INDUSTRIAL STORAGE SYSTEM

13.1 The bid includes leveling shims and concrete anchors for the installation of a project on a concrete floor with a leveled surface within plus or minus ½ inches on the entire surface dedicated to the installation of the industrial storage system. Any additional needs in shims and / or anchors will be charged to the customer

13.2 Storage systems are generally anchored to the floor. The customer is responsible for ensuring that the floor and beneath it is free from electrical obstructions, plumbing, heating, or other obstructions. Installations Securack INC can not be held responsible for any injuries, costs and / or damage resulting from drilling holes or anchoring in an obstruction in the floor or beneath the floor. The customer must indicate any hidden obstructions in the floor and below the floor before the start of system installation. Any costs inherent in identifying obstructions in the floor or beneath the floor are the responsibility of the customer. If configuration changes are required as a result of the obstructions identification, all costs resulting from these changes will have to be borne by the customer.

13.3 In the case where the customer has provided information (drawings, sketches, written information, etc.) about the dimensions of the environment where the storage system will be installed, the customer is responsible for ensuring that they represent the reality before delivery of the storage system. In such a case, if during the installation of the system, errors in the information provided require modifications or any other change, all costs related to this situation will be charged to the customer.

13.4 If Installations Securack INC has taken measurements of the environment of the planed zone of installation and that modifications to this environment (addition of wall, light, sprinklers, drain, heating unit, etc.) take place after the visit of Installation Securack INC, the customer is responsible for communicating all these changes. In such a case, if during the installation of the storage system any undisclosed changes require modifications or any other changes, all costs

related to this situation will be billed to the customer.

14 INDUSTRIAL STORAGE SYSTEM CAPACITY AND SAFETY RECOMMENDATIONS

14.1 Design based on: CSA A344.1-05 / A344.2-05 "User's Guide for Steel Storage Racks / Standard for the Design and Construction of Steel Storage Racks", CSA S136-12 "North American Specification for Design of Cold-Formed Steel Structural Members ", CSA S16-09" Design of steel structures "

14.2 Vertical plumbness must be within $\frac{1}{2}$ " on 10 feet. To do this, use shims that are at minimum the same size as the base plate of the frames.

14.3 The maximum deflection of a beam is based on the ratio $L / 180$ where "L" is the length of the beam.

14.4 Any damaged components have reduced capacity and must be replaced.

14.5 The capacities of the storage system are based on new components and with components in perfect condition.

14.6 Any area of the storage system that has damaged components must be immediately unloaded. This sector must be clearly identified to no longer be used until replacement of damaged components.

14.7 In the case that a third party has done any reparation to a component of the storage system, this third party is entirely responsible of this repair in all it's aspects.

14.8 Any change to the configuration of the storage system affects its capacity and must be approved prior to changes by an engineer.

14.9 If an industrial storage system is susceptible to accidental impact with a forklift truck or any powered equipment, frames shall be anchored to the ground.

14.10 All industrial storage system beams shall be secured in place with safety pins at

each end in accordance with industry standards.

14.11 In the case of standard selective racking, safety bars or wire mesh decks should be used to reduce the risk of falling misplaced loads.

14.12 In the case of standard selective racking, safety bars or wire mesh decks must be installed above all pedestrian or forklifts walkways.

14.13 Loads must not be placed directly on safety bars or wire mesh decks. The loads must be supported on the front and rear beams simultaneously.

14.14 Unless otherwise stated, all maximum loads identified should be uniformly distributed on complete beam length.

14.15 If no information is provided by the customer on the type of use, the manner in which they will be used and / or the configuration of the storage system, then it is the customer's responsibility to ensure that the components proposed are sufficient for minimum capacity requirements and meet all industry standards.

14.16 In this document, in all cases, when mentioning Installations Securack INC, this includes the engineer assigned to the project.