



## HARDING INSTRUMENTS FIRE PRODUCTS STANDARD TERMS AND CONDITIONS

- 1. Payment.** Amounts are due upon receipt of the invoice and shall be paid by Customer within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing HARDING INSTRUMENTS LTD. rate for material, labor, and related items, in effect at the time supplied under this Agreement. HARDING INSTRUMENTS LTD. shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, HARDING INSTRUMENTS LTD. reserves the right to submit partial invoices for progress payments for work completed at the project site. Client agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by HARDING INSTRUMENTS LTD., Customer agrees to pay HARDING INSTRUMENTS LTD. the remaining project balance when on-site labour is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by HARDING INSTRUMENTS LTD. HARDING INSTRUMENTS LTD. reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right and/or remedy the right to (a) to stop performing any Services and/or withhold further deliveries of Equipment and/or materials; and/or terminate the Agreement and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law until payment is made in full. Customer agrees to pay all of HARDING INSTRUMENTS LTD.'s reasonable collection costs, including legal fees and expenses.
- 2. Deposit.** Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to HARDING INSTRUMENTS LTD. providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three (3) business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.
- 3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, duties, tariffs, and other charges, including but not limited to provincial and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.
- 4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of HARDING INSTRUMENTS LTD.'s standard alarm monitoring services agreement.
- 5. Code Compliance.** HARDING INSTRUMENTS LTD. does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, provincial or state and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.
- 6. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that HARDING INSTRUMENTS LTD. is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to HARDING INSTRUMENTS LTD. hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against HARDING INSTRUMENTS LTD. arising by way of subrogation. HARDING INSTRUMENTS LTD. makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by HARDING INSTRUMENTS LTD. will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of HARDING INSTRUMENTS LTD. to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, HARDING INSTRUMENTS LTD. shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should HARDING INSTRUMENTS LTD. be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, HARDING INSTRUMENTS LTD.'s liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to HARDING INSTRUMENTS LTD., to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires HARDING INSTRUMENTS LTD. to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by HARDING INSTRUMENTS LTD. of such greater liability, provided however that such rider shall in no way be interpreted to hold HARDING INSTRUMENTS LTD. as an insurer.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HARDING INSTRUMENTS LTD. AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("HARDING INSTRUMENTS LTD. PARTIES") BE LIABLE TO CUSTOMER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES; (B) LOSS OF PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS OR GOODWILL; (C) BUSINESS INTERRUPTION; OR (D) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER-ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN NO EVENT SHALL HARDING INSTRUMENTS LTD. BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of HARDING INSTRUMENTS LTD., whether direct or indirect, HARDING INSTRUMENTS LTD.'s employees, agents, officers and directors.

- 7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by HARDING INSTRUMENTS LTD. will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding HARDING INSTRUMENTS LTD. holidays), as defined by HARDING INSTRUMENTS LTD., unless additional times are specifically described in this Agreement. HARDING INSTRUMENTS LTD. will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify HARDING INSTRUMENTS LTD. of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, HARDING

HARDING INSTRUMENTS LTD. determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined HARDING INSTRUMENTS LTD. shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY HARDING INSTRUMENTS LTD. TO CUSTOMER. HARDING INSTRUMENTS LTD. SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE HARDING INSTRUMENTS LTD. IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by HARDING INSTRUMENTS LTD., adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify HARDING INSTRUMENTS LTD. of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, HARDING INSTRUMENTS LTD. determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined HARDING INSTRUMENTS LTD. shall be relieved from any and all liability arising therefrom. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply HARDING INSTRUMENTS LTD. secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by HARDING INSTRUMENTS LTD. in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify HARDING INSTRUMENTS LTD. as soon as possible under the circumstances.
- Provide HARDING INSTRUMENTS LTD. access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by HARDING INSTRUMENTS LTD. dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. **Structure and Site Conditions.** While employees of HARDING INSTRUMENTS LTD. will exercise reasonable care in this respect, HARDING INSTRUMENTS LTD. shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by It or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse HARDING INSTRUMENTS LTD. for all expenses caused by such failure. Failure to make areas available to HARDING INSTRUMENTS LTD. during performance in accordance with schedules that are the basis for HARDING INSTRUMENTS LTD.'s proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. **Confined Space.** If access to confined space by HARDING INSTRUMENTS LTD. is required for the performance of Services, Services shall be scheduled and performed in accordance with HARDING INSTRUMENTS LTD.'s then-current hourly rate.

12. **Hazardous Materials.** Customer represents that, except to the extent that HARDING INSTRUMENTS LTD. has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

HARDING INSTRUMENTS LTD. shall have the right to rely on the representations listed above. If hazardous conditions are encountered by HARDING INSTRUMENTS LTD. during the course of HARDING INSTRUMENTS LTD.'s work, the discovery of such materials shall constitute an event beyond HARDING INSTRUMENTS LTD.'s control and HARDING INSTRUMENTS LTD. shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by HARDING INSTRUMENTS LTD..

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. HARDING INSTRUMENTS LTD. shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. **Occupational Health and Safety Compliance.** Customer shall indemnify and hold HARDING INSTRUMENTS LTD. harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of HARDING INSTRUMENTS LTD.

14. **Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by HARDING INSTRUMENTS LTD. arising out of interferences to HARDING INSTRUMENTS LTD.'s work caused by other trades.

15. **Modifications and Substitutions.** HARDING INSTRUMENTS LTD. reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. **Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by HARDING INSTRUMENTS LTD. Should changes be approved by HARDING INSTRUMENTS LTD., that increase or decrease the cost of the work to HARDING INSTRUMENTS LTD., the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and HARDING INSTRUMENTS LTD. elects to perform said work so as to avoid delays, then HARDING INSTRUMENTS LTD.'s estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise HARDING INSTRUMENTS LTD., and prices, delivery and completion dates shall be changed by HARDING INSTRUMENTS LTD. as may be required.

17. **Commodities Availability.** HARDING INSTRUMENTS LTD. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. **Project Claims.** Any claim of failure to perform against HARDING INSTRUMENTS LTD. arising hereunder shall be deemed waived unless received by HARDING INSTRUMENTS LTD., in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. **Back charges.** No charges shall be levied against the Seller unless 7 days prior written notice is given to HARDING INSTRUMENTS LTD. to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by HARDING INSTRUMENTS LTD.

20. **System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from HARDING INSTRUMENTS LTD. shall be subject to the terms and conditions of this Agreement. If, in HARDING INSTRUMENTS LTD.'s sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by HARDING INSTRUMENTS LTD. or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from HARDING INSTRUMENTS LTD. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third-party device or equipment to the Covered System(s), HARDING INSTRUMENTS LTD. shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on HARDING INSTRUMENTS LTD.'s then current Report form, which shall be given to Customer, and, where applicable, HARDING INSTRUMENTS LTD. may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by HARDING INSTRUMENTS LTD. are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. **Limited Warranty.** Subject to the limitations below, HARDING INSTRUMENTS LTD. warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that HARDING INSTRUMENTS LTD.'s soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which HARDING INSTRUMENTS LTD. determines is defective, at HARDING INSTRUMENTS LTD.'s sole option and subject to the availability of service personnel and parts, as determined by HARDING INSTRUMENTS LTD.. HARDING INSTRUMENTS LTD. warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. HARDING INSTRUMENTS LTD. does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. HARDING INSTRUMENTS LTD. warrants that any HARDING INSTRUMENTS LTD. software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. HARDING INSTRUMENTS LTD.'s sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, HARDING INSTRUMENTS LTD. warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, HARDING INSTRUMENTS LTD. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. HARDING INSTRUMENTS LTD. MAKES NO AND SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES THAT THE SERVICES, PRODUCTS, SOFTWARE OR THIRD-PARTY PRODUCT OR SOFTWARE WILL BE SECURE FROM CYBER THREATS, HACKING OR OTHER SIMILAR MALICIOUS ACTIVITY.

Warranty service will be performed during HARDING INSTRUMENTS LTD.'s normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at HARDING INSTRUMENTS LTD.'s then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of HARDING INSTRUMENTS LTD. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. **Indemnity.** Customer agrees to indemnify, hold harmless and defend HARDING INSTRUMENTS LTD. against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies HARDING INSTRUMENTS LTD. of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or HARDING INSTRUMENTS LTD. relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. HARDING INSTRUMENTS LTD. reserves the right to select counsel to represent it in any such action.

24. **Insurance.** Customer shall name HARDING INSTRUMENTS LTD., its officers, employees, agents, subcontractors, suppliers, and representative as additional insureds on Customer's general liability and auto liability policies.

25. **Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from HARDING INSTRUMENTS LTD.'s performance or failure to perform, Customer understands and agrees that HARDING INSTRUMENTS LTD. will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in

addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

HARDING INSTRUMENTS LTD. may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. HARDING INSTRUMENTS LTD. may also terminate this Agreement at its sole discretion upon notice to Customer if HARDING INSTRUMENTS LTD.'s performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. **Default.** An Event of Default shall be 1) failure of Customer to pay any amount when due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, HARDING INSTRUMENTS LTD. may pursue one or more of the following remedies, 1) discontinue furnishing Services and delivering Equipment, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. **Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-HARDING INSTRUMENTS LTD. installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by HARDING INSTRUMENTS LTD. at HARDING INSTRUMENTS LTD.'s sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. **Force Majeure; Delays.** HARDING INSTRUMENTS LTD. shall not be responsible for delays, interruption or failure to perform due to causes beyond its control, including but not limited to material shortages, work stoppages, fires, civil disobedience or unrest, cyber-attacks, viruses, ransomware, failures or interruptions to network systems, data breaches severe weather, or any other cause beyond the reasonable control of HARDING INSTRUMENTS LTD.. In the event of any delay caused as aforesaid, completion shall be extended for a period, equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labour not furnished, shall be due and payable upon receipt of invoice by Customer.

29. **One-Year Limitation on Action; Choice of Law.** This agreement shall be governed by and be construed in accordance with the laws of Alberta. The parties agree that any dispute arising under this Agreement shall be determined exclusively by the Alberta courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Alberta courts, including any objection based on *forum non conveniens*. No claims or cause of action, whether known or unknown, shall be brought against HARDING INSTRUMENTS LTD. more than one year after the first claim arose. Except as provided for herein, HARDING INSTRUMENTS LTD.'s claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

30. **Personal Information.** Customer represents and warrants to HARDING INSTRUMENTS LTD. that customer has obtained all required consents to (i) disclose to HARDING INSTRUMENTS LTD. all personal information disclosed hereunder concerning individuals (ii) authorize HARDING INSTRUMENTS LTD. to use such personal information to administer the relationship between Customer and HARDING INSTRUMENTS LTD., including the administration of this Agreement. HARDING INSTRUMENTS LTD. may share all such information with its parents, subsidiaries, affiliates and its successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws such countries.

31. **Assignment.** Customers may not assign this contract without HARDING INSTRUMENTS LTD.'s prior written consent. HARDING INSTRUMENTS LTD. may assign this agreement to an affiliate without obtaining Customer's consent.

32. **Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on HARDING INSTRUMENTS LTD. unless made in writing and signed by an Authorized Representative of HARDING INSTRUMENTS LTD..

33. **Severability.** If any provisions of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, This agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. **Legal Fees.** HARDING INSTRUMENTS LTD. shall be entitled to recover all reasonable legal fees incurred in connection with HARDING INSTRUMENTS LTD. enforcing the terms and conditions of this Agreement.

35. **Electronic Media; Personal Information.** 1. Electronic Media. Either party may scan, fax, email, image or otherwise convert this agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. HARDING INSTRUMENTS LTD. may rely upon Customer's assent to the terms and condition of this Agreement, if a Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants the Customer has obtained the consent of third parties, whose personal information Customer has provided to HARDING INSTRUMENTS LTD., to use such information for administration of Customer's account and as provided in this Agreement. Customer consents to HARDING INSTRUMENTS LTD.'s collection, use, disclosure and transfer of Customer's personal information and that of third-party parties provided by Customer, including the use of service providers outside of Canada, for the purpose of setting up and administering the Services provided under this Agreement as well as administering the relationship between Customer and HARDING INSTRUMENTS LTD. (including credit approval, invoicing, collection and providing you with information on new equipment or services). HARDING INSTRUMENTS LTD. may collect (including Customer's consent to record telephone conversations), use, disclose and transfer Customer's personal information and that of third parties provided by Customer to HARDING INSTRUMENTS LTD.'s parents, affiliates, subsidiaries and successor corporations or any subcontractors or assignee of this Contract within or outside of Canada and thereby subject such information to the laws of such countries or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm license, permit or similar programs. Customers hereby consent to HARDING INSTRUMENTS LTD. performing commercially reasonable credit reference verification and authorize HARDING INSTRUMENTS LTD. or its service provider or assignee of this Agreement to consult third parties for credit reports or recommendations as to Customer's solvency.

36. **Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

***IMPORTANT NOTICE TO CUSTOMER***

This Agreement is contingent on credit approval, which may be checked at HARDING INSTRUMENTS LTD.'s discretion and requires final approval of a HARDING INSTRUMENTS LTD. authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and HARDING INSTRUMENTS LTD.'s only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Agreement, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchases order or other document that the customer may issue. Any changes in the system requested by the Customer after the execution of this agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRENTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This offer shall be void if not accepted in writing within (30) days from the date first set forth above. This agreement has been drawn up and executed in English at the request of and with the full concurrence of the Customer.