AVON ENGINEERING STANDARD TERMS AND CONDITIONS OF SALE

All sales of Xtek Canada, Inc. d/b/a Avon Engineering ("Avon") are subject to the following terms and conditions. All proposals, quotations or acknowledgments issued by Avon are an offer to sell products or services pursuant to these terms and conditions. Avon objects to any additional or different terms contained in any documentation submitted by Customer. Avon's acceptance of any order is contingent upon Customer's assent to these terms and conditions. No waiver or modification of these terms and conditions shall be binding on Avon unless authorized in writing by Avon.

PRICES/TAXES. Prices are subject to escalation in the event of an increase in material related costs. The minimum charge for any order will be C$300. Unless otherwise stated or agreed, Avon's prices do not include transportation, freight, insurance charges; sales, use, or similar taxes and fees; or VAT, export, customs, or duties charges.

PAYMENT TERMS.

Sales within North America:

Payment terms shall be as specified in the proposal or quote provided to the customer. Progress payments may be required as specified in the proposal or quote.

Sales outside North America:

Unless otherwise agreed, all export sales made outside of North America are made on the condition that prior to shipment the Customer open an irrevocable letter of credit under terms and conditions acceptable to Avon or establish satisfactory credit with Avon. At Avon's option, export orders may be subject to special export payment terms and quotations. Progress payments may be required as specified in the proposal or quote. All payments must be in the denomination specified in the quote. If an open account Customer fails to make full and timely payment, Avon may defer shipment of other orders or may cancel all or any part of any unshipped order until such payment is made.

Miscellaneous:
Payments made by credit card shall be subject to an additional processing fee. Avon reserves the right to charge customers a shipping & handling fee (which includes internal handling and related costs) which will be applied at the time of order and reflected on the customer's invoice. Invoices that are more than thirty (30) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. If Customer's account is past due and Avon has notified Customer verbally or in writing of the past due balance, Avon may, without advance notice, immediately stop work or cease providing any and all products or services to Customer. If the Customer's account, after default, is referred to an attorney or collection agency for collection, Customer shall pay all of Avon's expenses incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees. Avon reserves the right to charge Customers a warehousing fee equal to 1% of the invoice for Customer order(s) being held in shipment at Avon.

LIMITED WARRANTY.

(i) New Products. New products sold by Avon will conform to the applicable Avon product specifications or any Customer specifications agreed to in writing by Avon and will be free from defects in material and workmanship under normal use, service, and environmental conditions for one year from the date of start-up or eighteen months from the date of shipment of the product, whichever occurs first.

(ii) Service and Repairs. Avon only warrants that the services or repairs performed by Avon on Customer's product will be of good and merchantable quality, free from defects in materials and workmanship, and comply with applicable standards governing the repair of such products for one year from the date of shipment. For products not originally manufactured by Avon, Avon makes no warranty that the design of the product either before or after alteration, repair, or modification complies with applicable design standards for such products. Customer is responsible for inspecting and testing such products in accordance with applicable safety standards after alteration, repair, or modification by Avon. Should Customer elect not to implement the full scope of repairs or services recommended by Avon, Avon makes no warranty and assumes no liability for any subsequent failure of such item, part or assembly.

Except as set forth in (a) and (b) above, Avon makes no other warranty, express or implied, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The above Limited Warranty shall not apply to (1) any Customer supplied part or material; (2) Customer parts which are inspected by Avon and returned without service or repair; (3) any product that has been subjected to misuse, neglect or accident; (4) normal wearing parts or consumables.

REMEDY FOR BREACH OF THE LIMITED WARRANTY. Avon will repair or replace any defective product or re-perform repairs or service on any item, part or assembly that was defectively performed. If the defective product or service cannot be replaced or repaired within a reasonable period of time, Avon will provide a credit adjustment based on the cost of repair. Repair or replacement of defective products or services shall be Avon's sole liability for breach of this Limited Warranty.

LIMITATION OF LIABILITY. Avon's liability for a claim of any kind arising out of the manufacture, sale or use of any Avon product or service shall in no case exceed the purchase price paid by Customer. In no event shall Avon be liable for any special, indirect, incidental or consequential damages, however caused (including claims for loss of use, loss profits or income, or loss of opportunity), arising from the sale of products or services pursuant to this Agreement.

DELIVERY/FORCE MAJEURE. All sales are FCA, Point of Shipment (INCOTERMS 2020), unless otherwise agreed in writing. Title to goods shall transfer to Customer at the point of shipment. For all orders, delivery dates are estimates and are predicated on conditions existing at the time made. Avon shall have no liability for shipment delays, breach of contract obligations, or damage to customer furnished material that result from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of Avon. Acceptance of goods upon delivery shall be a waiver by Customer of any claim for damages on account of delays in delivery or performance.

CANCELLATION, SUSPENSION OR DELAY. Customer may cancel an order upon written notice to Avon and payment of all costs incurred by Avon prior to the cancellation. A purchase order may be suspended or delayed by Customer with Avon's prior written consent. If Avon agrees to a suspension or delay, Customer shall reimburse Avon for all costs incurred up to the date of such suspension or delay. All other costs related to and risks incidental to storage, disposition and resumption of work shall be borne by Customer.

CHANGES. Approval of manufacturer's general arrangement drawing will constitute acceptance of the handling method and authority to manufacture. It is the responsibility of the Customer to ensure that the objects lifted during service are within the limits of size, shape, weight, configuration, strength, surface condition and temperature as stated in the original proposal. If Customer requests a

change in a specification or design relating to any ordered product or any other modification or alteration to the order, the delivery schedules may be revised as necessary and an equitable adjustment may be made in the price if warranted. Alterations to the method of operation, design or construction of this equipment are at the user's risk unless authorized in writing by Avon.

CUSTOMER'S PROPERTY. Prices and delivery of products for which the Customer furnishes material, patterns or tools are based on these items being received within the agreed time and in the quantities and conditions specified. Avon assumes no liability or responsibility for loss or damage, from any cause whatsoever, to Customer's materials or parts delivered to Avon for processing. Any Customer property not authorized for return or shipment within one year shall be considered abandoned and may be disposed of at Avon's discretion

AVON'S PROPERTY. Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by Avon (collectively the "Documentation") are the property of Avon. Avon shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Any reuse of the Documentation without written verification or adaptation by Avon for the specific purpose intended is prohibited and will be at Customer's sole risk and without liability or legal exposure to Avon. Customer agrees to defend, indemnify and hold Avon harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Customer or any person or entity that acquires or obtains the Documentation from or through Customer without the written authorization of Avon.

INDEMNITY. Avon will defend and indemnify Customer from any claims for bodily injury or death arising out of the use of the products or services provided by Avon under this Agreement that occur as a result of the sole negligence or willful misconduct of Avon. In no event shall Avon be liable under this provision for claims arising out of the noncompliance with applicable safety standards, negligence or willful misconduct of Customer or its employees or agents.

PATENT INDEMNITY. Unless the design or specification for the product is being furnished by Customer, Avon will defend any suit or proceeding brought against Customer which alleges that Avon's products, when employed in the manner intended by Avon, constitutes an infringement of any previously issued Canadian or US patent, provided that Avon is notified promptly in writing of the claim and given authority, information and assistance for the defense of same. Avon shall pay all damages and costs awarded against Customer as a result of such claim. If the product is held to constitute an infringement and its use in the manner intended by Avon is enjoined, Avon shall, at its expense, procure the right to continue using the product; replace it with non-infringing product; modify it so it becomes non-infringing;; or remove it and refund the purchase price. In no event will Avon be liable if the infringement is based on the use of the product for a purpose other than that for which it was sold by Avon or based on a combination of the product with other products.

ASSIGNMENT. Customer may not assign the contract between Avon and Customer without the prior written consent of Avon.

GOVERNING LAW. The relationship between Customer and Avon shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this agreement or to any dispute or transaction arising out of this agreement.

DISPUTE RESOLUTION. All claims or disputes of any kind arising out of the relationship between Customer and Avon shall be finally settled by arbitration in accordance with the provisions of the National Arbitration Rules of the ADR Institute of Canada, Inc. (the "Rules") and, subject to Rule 3 of the Rules, the International Commercial Arbitration Act (Ontario), based upon the following: (a)The number of arbitrators shall be one, (b) the place of arbitration shall be Toronto, Ontario, and (c) the language of the arbitration shall be English. The prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

EXPORT CONTROL. In the event that Canadian, US or local law requires export authorization for the export or re-export of any Avon product or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Avon will be relieved of any further obligation relative to the sale and/or license and delivery of the product(s) subject to such denial without liability of any kind relative to Customer or any other party. Avon will not comply with boycott related requests except to the extent permitted by US or Canadian law and then only at Avon's discretion.