



**GENERAL TERMS & CONDITIONS**

**1. Exceptions & Clarifications**

- 1.1. Product testing indicated in ISS' Quote is included in the Price. Additional non-destructive examination costs, if requested by Customer, will be added to the Price.
- 1.2. It is Customer's (or its agent's) responsibility to install all Product in accordance with the Installation Manual, which will be made available to Customer prior to delivery by ISS of Product to the Project Site.
- 1.3. All ISS Quotes are based on the Product Manufacturer's details and specifications, as well as the required specifications of applicable regulatory bodies (i.e., CWB and OH&S), unless stated otherwise. Any Customer specifications beyond these are not included in the Quote, unless such specifications were provided by Customer in its project bid information for the Product on which the Quote is based. It is Customer's responsibility to provide ISS with any additional specifications required for the Project at the time of requesting a Quote.
- 1.4. Price and delivery of Product may be affected by changes to project scope arising from or attributable to errors, omissions and other factors in information provided by Customer to ISS, or due to Force Majeure as described in Section 9.1. ISS assumes no responsibility or liability for changes to same.
- 1.5. Product fabrication is performed in accordance with Customer's final approved Engineering Drawings, which reference Customer's project specifications as provided to ISS at the time of Quote, unless stated otherwise.
- 1.6. All welding will be as per CSAW47.1-03 using gas metal arc welding with ER480S-6 filler metal or shielded metal arc with E48018-1 filler metal. Where qualified, gas metal arc welding shall be used.
- 1.7. ISS reserves the right to have the Product bear its logo and any trademark, tradename or other marks that identify ISS as the supplier of such Product and Customer consents to the embossing of same on the Product.
- 1.8. ISS shall have the right to document, video and photograph the project site before, during and after construction and to post such information, as well as a general project description and basic Customer details (name, logo) on ISS' website and in other promotional materials from time to time, and Customer hereby consents to ISS doing same.
- 1.9. These Terms and Conditions apply to the supply of Product. If ISS is contracted to provide other services, such as foundation install and structure erection, such services will be covered under a separate contract. Notwithstanding that ISS may provide Customer with a Quote for the performance of third-party services, including installation work, Customer shall enter into a contract for such services directly with such third party. If ISS engages a third-party subcontractor for performance of certain aspects of the work, ISS will either invoice Customer for such subcontractor work, or will refer Customer directly to subcontractor for such work, to be performed at ISS' quoted price. Where a direct referral is made, Customer shall be subject to and bound by subcontractor's terms and conditions in respect of the subcontracted work.
- 1.10. When weather conditions necessitate a need, ISS offers waterproofing services for the Product. Waterproofing services may be performed using waterproofing tape or caulking and would be performed by a third-party subcontractor. It is Customer's responsibility to ensure that the Product is installed in strict adherence with the Product Installation Manual and all applicable construction codes, guidelines and regulatory requirements or all warranty on the waterproofing services will be voided. Please refer to ISS' Warranty Terms and Conditions for further information.
- 1.11. Notwithstanding that title to the Product shall pass to Customer upon payment in full, ISS retains all right, title and interest in and to all intellectual property embodied in the Product.
- 1.12. ISS is not, and shall not be, subject to or bound by any provisions, terms or conditions set forth in any other contract or agreement, including subcontractor contracts, outside of these Terms and Conditions and the Warranty Terms and Conditions.
- 1.13. Customer is responsible for determining Product suitability and fitness for its intended use. Many provinces and municipalities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes. While ISS attempts to ensure that its products comply with such codes, ISS shall not be responsible or liable for how the Product is installed or used in relation to compliance with the relevant codes and regulations.
- 1.14. ISS shall not be liable for: (i) subsurface conditions of the Project Site, investigating or confirming the subsurface conditions of the Project Site, or the suitability of the Product for installation with such subsurface conditions; (ii) physical harm or injury to any person during the installation of the Product; or (iii) any defect in or damage to the Product resulting from or relating to installation.
- 1.15. All capitalized words used herein shall have the meanings set forth in Appendix 1 to these Terms and Conditions.

**2. Purchase Orders and Scheduling**

- 2.1. Prior to submitting a Purchase Order, Customer shall, and shall cause any end user of the Product for whose benefit

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Customer is acting or representing, to participate in a project kick-off meeting with ISS, either in person or by video conference, for the purpose of ensuring Customer and the end user (if applicable) understand these Terms and Conditions, the Warranty Terms and Conditions, as well as the general timelines for production and delivery of the Product. At such meeting, Customer and the end user shall have an opportunity to confirm any additional requests relating to the Purchase Order and such requests shall be followed up in writing by the requesting party after the meeting. ISS reserves the right to refuse any Purchase Order if Customer and the end user (if applicable) have not attended a kick-off meeting with ISS.

- 2.2. The Purchase Order shall set out the ISS Quote, revision number (if any), Customer specifications (including for minimum wind, snow and seismic load), the preferred delivery date, specific delivery instructions (including any delivery date/time restrictions), the Price, the Project Site, applicable taxes, and all other relevant information necessary to allow manufacture and delivery of the Product by ISS to Customer. Each Purchase Order shall be subject to acceptance by an authorized employee of ISS and each Purchase Order shall be governed exclusively by these Terms and Conditions, unless agreed to in writing by ISS.
- 2.3. ISS will provide an initial set of Engineering Drawings for Customer's approval within three (3) weeks of ISS' acceptance of Customer's Purchase Order and receipt of the Deposit, unless stated otherwise. Customer shall only be permitted to use the Engineering Drawings for the purpose of fulfilling a Purchase Order. Any other use, unless approved by ISS, shall be a breach of these Terms and Conditions.
- 2.4. Upon receipt of the Deposit, ISS shall complete the design engineering work and refine its Quote in order to confirm a final Price to Customer.
- 2.5. Production schedules will be provided at request of Customer, upon receipt by ISS of final approved Engineering Drawings from Customer.

### **3. Drafting / Engineering Terms**

- 3.1. ISS is responsible for engineering the Product to comply with Customer provided specifications (as set out in the Purchase Order or as otherwise provided to ISS), and for Product compliance with electrical guideline UL2703, where applicable.
- 3.2. Drafting and design engineering costs, if applicable, are shown on the Quote, and are subject to change. ISS' current engineering rates will apply to Purchase Order changes resulting from Customer change requests or specific law or regulatory requirements. ISS reserves the right to adjust the Price to reflect these costs, where applicable.
- 3.3. ISS will provide one (1) Technical Package for the Product purchased. Additional charges may apply for hard copy Technical Packages requested by Customer.
- 3.4. All information contained in the Technical Package is proprietary to ISS and may only be utilized by Customer for the Project. Customer is not permitted to use the Technical Package for any purpose other than for the quoted Project. ISS assumes no responsibility or liability for the unauthorized use of any such information.

### **4. Pricing and Payment Terms**

- 4.1. Applicable taxes and delivery charges are not included in the Price and will be applied by ISS at the time invoicing.
- 4.2. Unless otherwise agreed, all Quotes and payments shall be in Canadian dollars.
- 4.3. The Price of the Product shall be paid by Customer as follows:
  - (i) Deposit, upon ISS' acceptance of Purchase Order (Net 0);
  - (ii) 65% of the Price when the Product is ready for delivery by ISS to Customer (Net 0); and
  - (iii) 5% of the Price on final invoice from ISS (Net 30 from date of delivery).
- 4.4. All progress payments as per Section 4.3 are payable by Customer upon its receipt of the ISS invoice in respect of such payment.
- 4.5. Customer acknowledges and agrees that ISS' Quote is an estimate of Price and is subject to adjustment. ISS reserves the right to amend its Quote, including after submission of a Purchase Order and/or completion of the design engineering work, in order to finalize the Price. If Customer is unaccepting of the final Price, Customer may request a cancellation of the Purchase Order. If Customer cancels the Purchase Order, Customer shall be entitled to a refund of its Deposit, less any cancellation charges payable to ISS per Section 4.8 below. Refunds will be paid to Customer within ten (10) business days of ISS' receipt from Customer of written notice of its cancellation of the Purchase Order.
- 4.6. Overdue accounts may affect production or delivery of Product and will be charged an interested rate of 1.5% per month. ISS reserves the right to withhold delivery of Product until all invoiced amounts are paid by Customer in full.
- 4.7. Unless otherwise agreed between the parties, any Product that is ready to be delivered but is requested by Customer to be held by ISS must still be paid for in accordance with the payment schedule in Section 4.3. ISS will store Product for Customer at a rate of \$2.50/sq ft footprint, at a minimum of \$500/month (or any partial month). Customer shall bear all risk of loss or damage of Product stored by ISS and shall be solely responsible for obtaining insurance for such Product.
- 4.8. If Customer cancels the Purchase Order, cancellation charges may apply. These charges include all costs incurred by ISS up to the date of cancellation, including administration, design, engineering, labor, and material costs, up to a maximum of:
  - (i) 5% of the Price, if cancellation occurs before the design and engineering work has been completed by ISS; or
  - (ii) 30% of the Price, if cancellation occurs after Engineering Drawings have been approved by Customer. Notwithstanding the

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foregoing, if Customer cancels the Purchase Order after ISS has already procured materials, ISS reserves the right to charge Customer for all costs (including materials and time) incurred up to the date of cancellation. Purchase Orders that are deferred by Customer may have deferral costs reassigned to Customer at a later date, as ISS' sole discretion, and ISS does not guarantee the Price associated with a deferred Purchase Order.

**5. Product Delivery**

- 5.1. Unless otherwise agreed, ISS shall deliver (or arrange delivery of) all Product to the Project Site.
- 5.2. Delivery is contingent on the timing of ISS' delivery of the initial Engineering Drawings to Customer, ISS' receipt of final approved Engineering Drawings from Customer, current ISS workloads, material availability, and Product quantities at the time of quotation. Changes to Project scope or Product requirements, such as those described in Article 1, may affect delivery. While ISS shall make every effort to deliver Product by the preferred delivery date, ISS shall have no responsibility or liability for delayed delivery of Product to Customer.
- 5.3. Delivery costs will be determined at the time the Product is ready to be shipped. All freight charges for delivery of Product to the Project Site shall be stated on ISS' invoices and will be borne by Customer.
- 5.4. Upon delivery, Customer shall examine the Product and clearly mark down any visual deficiencies or damages on the BOL, including taking pictures of such damage. A copy of the BOL shall be given to the delivery driver and a second copy shall be retained by Customer and sent to ISS, along with pictures, within five (5) days of delivery. If Customer does not provide the information to ISS as required herein, such Product shall be conclusively deemed to have been delivered without error or defect and as specified in the Purchase Order and Customer shall bear the costs of any actual shipping damage.
- 5.5. Notwithstanding delivery, the Product remains the property of, and legal and beneficial title to the Product is held by, ISS until Customer has paid all outstanding amounts, including applicable interest thereon, to ISS.

**6. Representations of Customer**

Customer represents, warrants and covenants that it will:

- 6.1. comply with all laws, regulations and ordinances applicable to its performance of its obligations set out in these Terms and Conditions, as well as the installation, service or maintenance of the Product, including without limitation all applicable locally prevailing electrical codes and regulations;
- 6.2. provide ISS with a detailed ground investigation report and the location of all underground utilities, to ISS' satisfaction, at the time of submitting its Purchase Order. If this information is not provided to ISS on time, standby charges and additional design/engineering costs may be applicable and ISS reserves the right to adjust the Price accordingly;
- 6.3. provide ISS with full and unfettered access to the Project Site as and when requested by ISS and that it will, upon request by ISS, execute and deliver a separate access agreement guaranteeing ISS the right to have such access;
- 6.4. be responsible for all management and safety measures required on the Project Site to allow ISS personnel to perform its obligations, including delivery of the Product, in a safe and efficient manner;
- 6.5. not misrepresent the Product or disparage ISS in any way;
- 6.6. use all requisite skill and care when installing, servicing or maintaining the Product, including adhering to the ISS-provided Product Installation Manual;
- 6.7. not remove, alter, or obfuscate any proprietary markings, serial numbers, certifications, or other labelling on the Product; and
- 6.8. indemnify, defend, and hold harmless ISS, its affiliates, agents, directors, officers, and employees from and against any and all Claims arising out of or related to a breach, or alleged breach, by Customer of these Terms and Conditions.

**7. Warranty**

- 7.1. Please refer to ISS' separate Warranty Terms and Conditions for warranty information pertaining to the Product.

**8. Governing Law & Dispute Resolution**

- 8.1. These Terms and Conditions and any sale of Product to Customer shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein.
- 8.2. Notwithstanding anything at law or in equity, including the provisions of the *Arbitration Act* (Alberta), the parties agree that, subject to Section 8.3 below, any Dispute shall be referred to final and binding arbitration under the Rules of the ADR Institution of Canada and to the fullest extent permitted by law, the parties agree that they shall not refer or attempt to refer any Dispute to the jurisdiction of any court. Any application or motion brought by a party before a court of competent jurisdiction, including any appeal of the decision of the arbitrator, shall be a fundamental breach of these Term and Conditions (and this clause as an agreement to arbitrate) entitling the other party to bring a cause of action with damages equal to any damage award that may be issued by a court judgement. Any item Disputed by Customer must be brought by Customer no later than six (6) months after the occurrence of the event giving rise to the Dispute. The following provisions shall govern any arbitration hereunder: (a) the legal seat of arbitration shall be Calgary, Alberta, Canada; (b) there shall be one arbitrator agreed to by the Parties within twenty (20) days of receipt by the respondent of the request for arbitration or in default thereof, such arbitrator shall be appointed by the ADR Institution of Canada in accordance with its rules; and (c) time is of the essence for any arbitration of a Dispute and arbitration awards shall be rendered within one

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hundred twenty (120) days of receipt by the parties of discovery documents.

- 8.3. If a Dispute arises over the effectiveness of the Product, including its function, or its fitness for use, then notwithstanding Section 8.2 above, ISS and Customer shall first use reasonable commercial efforts to settle the Dispute in good faith by determining an appropriate course of action to rectify the concern. Customer acknowledges and agrees that, notwithstanding any other provision of these Terms and Conditions, including the right of Customer to refer a Dispute to arbitration: (i) ISS shall have an exclusive and first right of refusal to undertake and complete any remedial or other agreed-upon work pertaining to any Dispute; and (ii) ISS shall have the right to receive compensation for all or a portion of any such remedial or other agreed-upon work, provided such work does not otherwise fall within the scope of the applicable warranty offered by ISS pursuant to the Warranty Terms and Conditions.

**9. General**

- 9.1. Force Majeure. ISS' obligations hereinunder are subject to, and ISS shall not be liable for, any delay or failure to make delivery of all or any part of the products due to acts or circumstances beyond the control of ISS, including but not limited to: labor disputes, fires, acts of God, pandemics, epidemics, transportation and supply chain difficulties, inability to obtain materials or components or qualified labor sufficient to perform part or all of any obligation, or the imposition of any governmental regulations or actions. In the event of the occurrence of any of the foregoing, at the option of ISS, ISS shall be excused from the performance of its obligations hereinunder or ISS' timing for performance shall be extended.
- 9.2. Invalidity. If any part of these Terms and Conditions is held invalid or unenforceable, the remaining terms and conditions shall not be affected thereby.
- 9.3. Assignment. Customer may not assign the Purchase Order or any interest therein without the prior written consent of ISS, which consent may be withheld. Subject to the foregoing, the Purchase Order shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 9.4. Entire Agreement. The Purchase Order constitutes the entire agreement between the parties and shall supersede and replace all prior agreements between them. ISS' receipt and acceptance of Customer's Purchase Order indicates Customer's acceptance of these Terms and Conditions.
- 9.5. Amendment. No amendment to the Purchase Order or these Terms and Conditions shall be binding on either party unless made in writing and signed by the authorized representative of each party.
- 9.6. Counterparts. These Terms and Conditions may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both parties, with all such counterparts together constituting one and the same instrument. Facsimile or electronic pdf signatures of the parties shall be deemed to constitute original signatures.

The Customer and ISS hereby agree to these General Terms and Conditions as of the date written below.

Date _____  Company    Ironcor Solar Structures Ltd.  Rep. Print    _____  Rep. Sign    _____	Date    _____  Customer  Rep. Print    _____  Rep. Sign    _____
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Date	ISS Initials	Customer Initials

**APPENDIX 1  
TO THE GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

“**BOL**” means Bill of Lading.

“**Claim**” means all losses, damages, costs, expenses, disbursements, penalties, fines, claims, demands, actions and causes of action of any kind, proceedings, liens, encumbrances, statutory obligations, liabilities, suits, judgments, awards, decrees, determinations, settlements, adjudications, unpaid taxes of any kind, costs of investigation and any type of fees (including legal fees, on a solicitor-and-own-client basis), together with any interest in relation thereto, whether created by law, contract, tort, voluntary settlement, or otherwise, arising out of, related to, or in any way connected with a Purchase Order.

“**Consequential Losses**” means (i) consequential or indirect losses under the laws of the Province of Alberta, including any loss of use, loss of interest or opportunity, loss of production, loss of information and data, loss of power, loss of revenue, loss of profit or anticipated profit (if any), in each case whether direct or indirect, and whether or not foreseeable at the effective date of the Purchase Order and (ii) any type of indirect, special, liquidated, punitive, exemplary, collateral, incidental, or consequential damages or losses.

“**Customer**” means the individual, company or other organizational entity named on the Purchase Order as the purchaser of Product.

“**Deposit**” means 30% of the Price.

“**Dispute**” means any dispute, disagreement or Claim relating to or arising from a Purchaser Order.

“**Engineering Drawings**” means the design and engineering drawings prepared by, or on behalf of, ISS for Customer.

“**Installation Manual**” means the manual provided by ISS to Customer in respect of the Product, which sets out the manner and method of proper installation of the Product.

“**ISS**” means Ironcor Solar Structures Ltd.

“**Price**” means the final price, exclusive of GST and other taxes, that is set forth in the Purchase Order, as may be adjusted in accordance with these Terms and Conditions.

“**Product**” means the product to be delivered by ISS as specified in the Purchase Order.

“**Product Manufacturer**” means, as applicable, any third-party manufacturer of Product sold by ISS.

“**Project**” means the solar project for which Product is being fabricated and provided by ISS.

“**Project Site**” means the physical location (municipal address and legal (LSD) description) where the Product is being delivered by ISS for incorporation into the Project.

“**Purchase Order**” means the purchase order for Product that is submitted by Customer to ISS, including these Terms and Conditions and all other attachments identified in such purchase order.

“**Quote**” means the initial estimate of Price provided by ISS to Customer based on Customer’s required specifications for the Product and Customer’s description of the Project and Project Site details.

“**Technical Package**” means an electronic copy of the final, Customer-approved Engineering Drawings, as well as electronic copy of the Installation Manual (if applicable).

“**Warranty**” means the warranties provided by ISS pursuant to its Warranty Terms and Conditions.

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