

1. **Exceptions & Clarifications**

- 1.1. Bilton Welding and Manufacturing Ltd. ("Bilton") are the exclusive manufacturing partner for all Ironcor Solar Structures Ltd. ("ISS") products, whose facility is located in Innisfail, Alberta.
- 1.2. Testing indicated in quote is included in the price. Additional non-destructive examination costs will be added to the price accordingly.
- 1.3. It is the customer's responsibility to field install structural components as detailed in the Installation Manual, which will be made available to the customer prior to product delivery to site.
- 1.4. Quotations are based on Bilton's "Good Manufacturing / Engineering Practices", and specification of applicable regulatory bodies (ABSA, ASME, API, CWB & OH&S) unless stated otherwise. Individual customer specifications beyond these are not included in the quotation unless provided in the customer's bid information for each unit quoted.
- 1.5. Price and delivery of projects may be affected by changes to project scope due to errors, omissions and other factors in information provided by the customer or customer representative.
- 1.6. Fabrication is performed in accordance with the final approved construction drawings, which reference customer project specifications provided at time of quoting, unless stated otherwise.
- 1.7. 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.
- 1.8. This document is primarily for use on structure supply only. If ISS is contracted to provide other services such as foundation install and structure erection, these will be covered under a separate contract.

2. **Scheduling**

- 2.1. Drawings for customer approval will be sent in a timely fashion as required by project scope, unless stated otherwise.
- 2.2. Delivery will be determined at quotation. Delivery is based on the timing of receipt of final approval drawings by ISS, current workloads, material availability and quoted quantities at the time of quotation. Changes to project scope, such as those described in section 1 may affect delivery.
- 2.3. Production schedules will be provided at request of the customer upon receipt of final approved drawings by ISS.
- 2.4. Unless otherwise agreed, ISS will ship products to the customer via its choice of a common carrier from the Bilton facility. All freight charges are stated on ISS invoices and are part of the Payment Terms detailed in section 4.4.

3. **Drafting / Engineering Terms**

- 3.1. Drafting & Design Engineering Services have been included to complete the above project in accordance with the information provided by the customer. Current rates will apply to changes as a result of customer scope change, varying ground conditions than expected or unknown utility locations requiring additional drafting and/or Design Engineering.
- 3.2. ISS and Bilton Design Engineering includes calculations applicable to the original quotation. Calculations are held by Bilton for project records and are not issued for approval or information unless requested by the customer.
- 3.3. Bilton will provide one (1) Technical Package in digital format for each product purchased. Additional charges may apply for hard copy technical packages requested, unless stated otherwise.
- 3.4. Electronic drawing files are provided. The information contained herein is proprietary in nature and may only be utilized for the current project and by the authorized recipient of the information. ISS assumes no responsibility for any consequences arising out of the unauthorized use of the data.

4. **Terms and Conditions**

- 4.1. Applicable taxes are not included in pricing and will be applied at invoicing.
- 4.2. Unless otherwise agreed, all pricing and payments will be Canadian Dollars.
- 4.3. The manufactured goods remain the property of ISS until project completion and confirmation of final billing is acknowledged by the customer or customer representative.
- 4.4. All customer purchase orders shall detail the ISS quote and revision number, structures and specifications desired, the preferred delivery date, the price of each product, and all other relevant information necessary to allow manufacture and shipment of the product by ISS in a timely manner. Each purchase order shall be subject to acceptance by an authorized employee of ISS and each transaction shall be governed exclusively by these Terms and Conditions, unless agreed to in writing by ISS.
- 4.5. Payment Terms are:
 - 4.5.1. 30% deposit upon acceptance of purchase order
 - 4.5.2. 65% when ready to ship from ISS to customer
 - 4.5.3. 5% balance within five calendar days of reaching customer's destination siteunless otherwise agreed between the parties. Any products ready to ship and requested by customer to hold at ISS location, must still be paid for in full at that time. ISS will store the products for the customer at a rate of \$2.50/sq ft footprint, at a minimum of \$500/month. The customer shall bear all risk of loss or damage for products stored at ISS location.
- 4.6. All progress payment terms as determined under section 4.5 are due upon receipt of invoice. All final billing terms are Net 15 days unless otherwise stated under section 4.5.
- 4.7. Overdue accounts may affect production or delivery and will be charged an interested rate of 1.5% per month.
- 4.8. The customer must examine the products upon delivery and must report all apparent errors or defects to ISS within five (5) calendar days of delivery; otherwise, it shall be conclusively presumed that the product has been delivered as specified in the sale invoice.
- 4.9. Project cancellation charges may apply. These charges consist of all costs incurred to the date of cancellation including

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administration, engineering, labor and materials to minimum of 10% of contract value, unless otherwise stated. Deferred projects may have costs reassigned at a later date.

- 4.10. ISS receipt of the customer or customer representative agreement to purchase indicates your acceptance of the terms and conditions herein.
- 4.11. The customer is responsible for determining product suitability for its use or resale. Many provinces and municipalities have codes and regulation governing sales, construction, installation, and/or use of products for certain purposes. While ISS attempts to ensure that its products comply with such codes, it cannot be responsible for how the product is installed or used in relation to compliance with the relevant national and local codes and regulations.
- 4.12. Although the title to the physical product shall pass to the customer as stated in these Terms and Conditions, ISS hereby retains all right, title and interest in and to all intellectual property embodied in the products.
- 4.13. Force Majeure. ISS obligations hereinunder are subject to, and ISS shall not be held responsible 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 difficulties, fires, casualties, accidents, acts of God, pandemics, transportation difficulties, inability to obtain materials or components or qualified labor sufficient to timely perform part or all of any obligation, or 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 hereinunder or the performance of ISS shall be correspondingly extended.
- 4.14. If any term or condition or any part of these Terms and Conditions is held invalid, the remaining terms and conditions shall not be affected thereby.
- 4.15. These Terms and Conditions and any sale of products to the customer shall be governed by the laws of the Province of Alberta.
- 4.16. These Terms and Conditions shall be binding upon the successors and legal representatives of the customer and ISS.

5. Representations of the Customer

Customer represents, warrants and covenants that it will:

- 5.1. comply with all laws, regulations and ordinances applicable to its performance in this agreement and the installation, service or maintenance of products wherever used, including without limitation all applicable locally prevailing electrical codes and regulations;
- 5.2. provide ISS with a detailed ground investigation report and location of all underground utilities to ISS satisfaction by the time of Purchase Order award and preferably earlier. If this information is not provided and leads to delays on site, standby charges and additional design/engineering costs may be applicable;
- 5.3. provide ISS with full and unfettered access to the project site unless otherwise agreed prior to commencement of work;
- 5.4. be responsible for all management and safety measures required on the work site to allow ISS personnel and subcontractors to conduct their duties in a safe and efficient manner;
- 5.5. not misrepresent the products or disparage ISS in any way;
- 5.6. use all requisite skill and care when installing, servicing or maintaining the products in accordance with ISS provided Installation Manual;
- 5.7. not remove, alter or obfuscate any proprietary markings, serial numbers, certifications, or other labelling on the products; and
- 5.8. indemnify, defend and hold harmless ISS, its affiliates, agents, directors and employees from and against any and all claims, damages, cost, expenses and liabilities arising out of or related to a breach, or alleged breach, by the customer of this Section 5.

6. Warranty

- 6.1. ISS warrants its products against faulty engineering and workmanship (10 years) and corrosion (6 years, option to increase to 10 years), from the shipping date at the Bilton facility. The warranty will only cover the defective product cost.
- 6.2. The customer must follow all ISS recommended items in the Installation Manual, construct in compliance with all applicable construction codes and regulatory requirements that have been approved by a licensed professional engineer. Failure to do so will void all warranties.
- 6.3. Warranty related work is F.O.B. Bilton's Innisfail Facilities, at ISS's discretion.
- 6.4. Any third-party back charges or field charges, which may occur for warranty purposes, must be formally approved by ISS prior to commencement of work.
- 6.5. ISS retains the right to validate warranty claims through inspection of the product on the customer's premises, with prior consent from the customer after at least 5 days prior written notice and advise on the acceptability of the installation prior to commissioning. The customer agrees to provide access to all relevant records, including installation records, maintenance records, wind monitoring data and inspection and certification documents. ISS reserves the right to have the cause of failures verified and /or determined by a qualified, independent third party testing laboratory at ISS's cost. If it is determined through ISS inspection, or by third party testing, that the cause of the failure was not related to the products, all inspection and testing costs incurred will be the customer's responsibility.
- 6.6. Repaired or replaced product or parts thereof will be subject to the remainder of the original warranty period of the purchased product or parts thereof.
- 6.7. Exclusions will apply to all products that:
 - 6.7.1. are not used or installed as specified in the ISS specifications and Installation Manual, as may be amended from time to time;
 - 6.7.2. have been subjected to abuse, misuse, neglect or accident, including environmental damage and natural or manmade disasters;
 - 6.7.3. have been used with any elements, equipment, or subcomponents not authorized by ISS;
 - 6.7.4. have any serial numbers, markings, legends, or labeling altered, defaced or removed;
 - 6.7.5. have only non-structural wear and tear, aging, fading or surface imperfections;
 - 6.7.6. have been damaged due to improper packaging upon return shipment; or
 - 6.7.7. have been damaged during maintenance or inspection.

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- 6.8. In no event shall ISS's liability under this warranty exceed the amount paid by the customer for the defective product. In no event shall ISS be liable to the customer, or any third party, for any direct or indirect labor costs, shipping costs for any non-defective product, for the loss of profits, sales, business, data or any other damages.
- 6.9. The remedies in this warranty are the customer's sole and exclusive remedies and are in lieu of all other remedies at law or in equity, notwithstanding any failure of essential purpose.
- 6.10. All disputes hereunder must be brought by the customer no later than one year after the occurrence of the defect event giving rise to the dispute.

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