



## General Terms and Conditions of Sale and Service of HBC-radiomatic Canada Inc. ("HBC") – Version as of 1

### 1. Definitions

In these General Terms and Conditions of Sale and Service, the following terms shall have the following meanings:

**"Business Day"** means any day, other than a Saturday or Sunday or a day on which banks are generally not open for business in Ontario;

**"Customer"** means any Person who purchases Goods or Services from HBC;

**"Framework Agreement"** means a service level or framework agreement entered into between HBC and a Customer for the ongoing supply of Goods and/or Services;

**"Goods"** means any products supplied to a Customer by HBC;

**"GTC"** means these General Terms and Conditions of Sale and Service;

**"HBC"** means HBC-radiomatic Canada Inc.;

**"Person"** means any individual, corporation, body corporate, corporation, limited liability company, unincorporated organization, partnership, joint venture, firm, association, governmental entity, legal representative, administrator, or any other entity, whether or not having legal status;

**"Services"** means all services provided to a Customer by HBC including, without limitation, engineering and design services and repair services.

### 2. Scope of Application

- 2.1. Except as otherwise specified herein, these GTC shall apply to all transactions involving the purchase of Goods and/or Services from HBC by any Persons. Unless otherwise agreed, these GTC shall apply in the version which is valid at the time when the Customer places the order for Goods or Services. If the Customer and HBC have entered into a Framework Agreement, then the General Terms and Conditions of Sale and Service set forth in the Framework Agreement (to the extent they may differ from these GTC) will govern all sales transactions between them for the duration of the Framework Agreement.
- 2.2. By accepting these GTC, the Customer agrees that it renounces in full the application of its own general terms and conditions, which are hereby rejected by HBC. Unless HBC has specifically agreed otherwise in writing or in a Framework Agreement, no provision in any Customer documentation differing from, conflicting with or supplementing these GTC will become part of the Contract between the Customer and HBC or be effective for any purpose or to any extent, even if HBC has knowledge of such differing provision and performs delivery of Goods or Services under the Contract without reservation.
- 2.3. The terms and conditions of sale set forth in any Framework Agreement shall take precedence over these GTC to the extent of any inconsistency. In case of doubt, agreed commercial clauses shall be interpreted in accordance with the Incoterms® 2020 issued by the International Chamber of Commerce in Paris (ICC).
- 2.4. References to the applicability of statutory provisions shall only be of a clarifying nature. Even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these GTC.

### 3. Offer / Contract

- 3.1. Unless otherwise agreed by HBC, HBC's offers shall be based on the documents and information available to HBC at the time of the preparation of the offer. The offers of HBC are subject to change and non-binding. This shall also apply if HBC has provided the Customer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents also in electronic form. The presentation and advertising of items in HBC's online shop shall not constitute a binding offer to conclude a purchase contract.
- 3.2. The order of the Goods and/or Services by the Customer shall be deemed a binding offer of contract. Unless otherwise stated in the order, HBC shall be entitled to accept the Customer's contractual offer for the purchase of the Goods and/or Services within 4 calendar weeks after its receipt by HBC.
- 3.3. A binding contract with the Customer shall be concluded only upon HBC's written confirmation of acceptance of the Customer's purchase order. Upon such acceptance, HBC's order, together with these GTC and any other documents specifically incorporated in the purchase order or separately agreed to in writing (such as specifications, drawings, etc.), will become a binding contract between HBC and the Customer (collectively, the **"Contract"**). If HBC objects to a purchase order or proposes alternate or additional terms, the purchase order will become a Contract only if and when HBC and the Customer mutually agree on final terms in writing, even if HBC commences or has commenced performance under the Customer's purchase order.
- 3.4. Once accepted by HBC orders are not subject to cancellation except with HBC's prior written consent and upon terms that will indemnify HBC against loss or damage resulting from cancellation. Such terms may include, without limitation, the requirement that the Customer pay a cancellation or re-stocking fee, and/or the requirement that the Customer pay the cost of processing or engineering fees incurred by HBC. Any Customer wishing to cancel an order without HBC's prior written consent shall be liable for payment of the full order value.
- 3.5. HBC shall retain ownership and all industrial property rights to cost estimates, samples, drawings and other documents provided to the Customer also in electronic form. They may

not be made accessible to third parties without HBC's consent and shall be returned to HBC upon request together with all copies made thereof.

### 4. Price / Terms of Payment / Default

- 4.1. The price for Goods and/or Services purchased under the Contract (**"Purchase Price"**) shall be due and payable within 30 days of invoicing by HBC. Invoicing does not take place in printed form but is transmitted exclusively by electronic form. HBC shall be entitled at any time, also within the scope of an ongoing business relationship, to make a delivery in whole or in part only against advance payment.
- 4.2. If the Purchase Price is not paid in full within 30 days of invoicing, the Customer shall be in default. Default interest of 18.00% per annum (1.5% per month) will be charged on invoices over 30 days past due, but in no event shall such rate exceed the maximum rate permitted by law.
- 4.3. Payments must be made free of costs and charges to HBC's bank account specified in the invoice.
- 4.4. All prices are exclusive of GST/HST/QST and all other taxes, customs duties, fees and other necessary charges applicable on the date of invoicing as well as any ancillary costs, such as in particular costs for freight, packaging and transport insurance EXW (Incoterms® 2020) Markham, Ontario or any other location designated by HBC, unless otherwise agreed in the individual case.
- 4.5. If, after conclusion of the Contract, it becomes apparent (eg. by filing for insolvency proceedings) that HBC's claim to the Purchase Price is jeopardized by the Customer's inability to perform, HBC shall be entitled to refuse performance of the Contract.
- 4.6. If the Customer is in default of payment, HBC shall be entitled, without prejudice, to the following rights:
  - a) if the default concerns a financing or redemption agreement, to declare all claims arising therefrom immediately due and payable;
  - b) to withhold all deliveries or services from contracts not yet fulfilled or to provide them only against advance payment;
  - c) to assert all rights arising under Section 9.

### 5. Set-off

The Customer may only declare a set-off against claims of HBC if the Customer's claim is undisputed or has been finally determined by a court of law.

### 6. Delivery / Inspection

- 6.1. Agreed delivery dates will be confirmed in HBC's order. Compliance with agreed delivery dates shall be subject to the condition that the necessary approvals, documents to be provided by the Customer, releases, services to be rendered and other obligations of the Customer are available or fulfilled in due time and in full. If this does not happen or if changes are made at the request of the Customer after HBC's order has been sent, the deadline shall be extended by a reasonable period of time. Unless otherwise stipulated, agreed delivery dates are not fixed dates.
- 6.2. If the non-observance of an agreed delivery period is due to force majeure or to unforeseeable events for which HBC is not responsible, such as operational disruptions, strike, lockout, official orders, subsequent discontinuation of export or import possibilities or HBC's own reservation of supply pursuant to Section 6.5 below, this shall release HBC from the obligation to observe any agreed delivery or unloading times for the duration and to the extent of these events. They shall also entitle HBC to withdraw from the Contract, in which case HBC shall only be required to immediately refund any consideration already paid by the Customer and the Customer shall not be entitled to damages or to any other claims against HBC. In case of such an event of force majeure, HBC shall inform the Customer thereof without delay.
- 6.3. If HBC is unable to meet binding delivery deadlines for reasons for which HBC is not responsible (including non-availability of the performance, as described below), HBC shall inform the Customer thereof without undue delay and at the same time notify the Customer of the expected new delivery deadline. If the performance is also not available within the new delivery period, HBC shall be entitled to withdraw from the Contract in whole or in part, in which case HBC shall only be required to refund any consideration already paid by the Customer and the Customer shall not be entitled to damages or to any other claim against HBC. **"Non-availability of the performance"** shall be deemed to exist, for example, in the event of non-timely delivery of materials or services by HBC's supplier, or in the event of other disruptions in HBC's supply chain, for example due to force majeure.
- 6.4. HBC shall be entitled to make an early delivery of the Customer's order. HBC shall be entitled to make partial deliveries if the partial delivery is usable for the Customer within the scope of the contractual intended purpose, the delivery of the remaining ordered Goods and/or Services is ensured and the Customer does not incur any significant additional expenses or costs as a result (unless HBC agrees to bear such costs). Such partial deliveries may be invoiced by HBC immediately upon dispatch of the respective partial delivery. HBC's delivery obligation shall always be subject to proper and timely delivery of materials and services by HBC's suppliers.



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### 7. Reselling and Export

- 7.1. In the event of resale of Goods by the Customer to a third party (hereinafter referred to as a "Third Party Purchaser"), the Customer shall bear the full and sole risk for:
- compliance with the national legal requirements and standards applicable at the place of use in the respective country of destination, as well as obtaining and observing any necessary approvals and/or permits for the use of the Goods and the radio frequencies;
  - compliance with the applicable import and export conditions, including any export controls;
  - the provision of all technical documentation, safety and warning notices, and
  - the comprehensive instruction of the Third Party Purchaser.
- 7.2. If claims are asserted against HBC by the Customer, by the Third Party Purchaser or by any other third party due to non-compliance with foreign legal requirements and/or due to other violations in connection with the resale and/or export of Goods by the Customer, the Customer shall fully indemnify HBC against all asserted claims.
- 7.3. The performance of the Contract is subject to the proviso that there are no obstacles due to national and/or international legal provisions, in particular (US re-) export control laws, as well as embargo regulations or other export restrictions of a national or international nature. The Customer shall comply with the applicable provisions of all relevant national and international (re-) export control laws when reselling and transferring the Goods to Third Party Purchasers or before offering a service on Goods to Third Party Purchasers or to other third parties. In any case, when reselling the Goods to Third Party Purchasers, the Customer shall observe and comply with all applicable (re-) export control laws, including, without limitation, those of Canada, the Federal Republic of Germany, the European Union, and the United States of America.
- 7.4. Before reselling and passing on the Goods or before offering a service on Goods to third parties, the Customer shall in particular verify and ensure by appropriate measures that:
- the terms and conditions of all relevant and currently applicable sanctions lists of Canada, the European Union and the United States of America concerning legal transactions with Persons listed therein are complied with;
  - it does not violate any embargo of Canada, the European Union, the United States of America and/or the United Nations, also taking into account any restrictions on domestic transactions and any prohibitions on circumvention by selling or transferring the HBC Goods or providing services related thereto to Third Party Purchasers or other third parties; and
  - the HBC Goods are expressly not supplied to Third Party Purchasers or other third parties for military, in particular prohibited or authorized armament-related, nuclear or weapons-related use, unless the necessary authorizations have been obtained and do not violate other currently valid international sanctions regulations.
- 7.5. In order to carry out export control inspections within HBC or upon request by external authorities, the Customer shall, upon corresponding request by HBC, immediately provide HBC with all information and/or documentation available to it concerning:
- the final end user,
  - the final destination, and
  - the intended use
- of the HBC Goods delivered by the Customer to Third Party Purchasers or other third parties and of any services rendered by it in this context as well as of any export control restrictions applicable in this respect.
- 7.6. The Customer shall immediately and promptly indemnify HBC in full against all claims asserted against HBC by authorities or other third parties due to the non-observance or violation of the aforementioned export control obligations by the Customer, and the Customer undertakes to compensate HBC for all damages and expenses incurred by HBC in this connection. HBC shall be entitled to demand advance payments.
- 7.7. If the Customer commissions HBC with the direct delivery to a Third Party Purchaser, the Customer shall be obliged, prior to delivery to the Third Party Purchaser by HBC, to provide HBC in particular with the test results set out in Sections 7.4 and 7.5 as well as the information on the end user, end use and intended use. If it turns out that the delivery violates applicable provisions of any national or international export control law referred to in this Article, HBC shall be entitled to withdraw from the Contract with the Customer and to claim damages for breach of export control obligations.

### 8. Transfer of Risk / Shipment

- 8.1. Delivery and transfer of risk shall be governed by the Incoterms® 2020 clause specified in the Contract, which is also the place of performance for delivery and any subsequent performance. Unless otherwise agreed, delivery and transfer of risk shall take place EXW (Incoterms® 2020) from 620 Alden Rd., Unit 103, Markham, ON L3R 9R7, Canada or another location to be named by HBC, which shall also be the place of performance for the delivery and for any subsequent performance.
- 8.2. Unless otherwise agreed, the Customer shall be obliged to take delivery of the Goods within 8 Business Days after receipt of notification from HBC that the Goods are ready for shipment at the agreed place of acceptance ("Notification Date").
- 8.3. If the Customer chooses delivery to another location in deviation from Section 8.1 (sale by delivery to a place other than the place of performance), this shall be at the risk and for the account of the Customer at cost price. The same shall apply to any returns, except for

returns based on a defect or another circumstance for which HBC is responsible.

- 8.4. Unless otherwise agreed, HBC shall be entitled to determine the type of shipment (in particular carrier, shipping route, packaging) itself, and shall not be required to select the most economical type of shipment. Additionally, if shipping is via HBC's selected carrier, then the Customer agrees that shipping shall be EXW (Incoterms® 2020) Markham, Ontario, with the service prepaid and added to the invoice (PPD & ADD).
- 8.5. If the Customer does not accept delivery of the Goods within the time set out in Section 8.2 or if the delivery is delayed due to other circumstances for which the Customer is responsible, the risk shall pass to the Customer on the Notification Date. In this case, the due date of the Purchase Price shall also be the Notification Date. The Customer shall bear the costs of storage at HBC (being a daily storage fee equal to 0.5% of the Purchase Price) or the cost incurred by HBC to store the Goods at a third-party location. HBC's right to claim damages against the Customer for costs incurred by HBC in excess thereof shall remain unaffected.

### 9. Security Interest / Retention of title

- 9.1. If any part of the Purchase Price for Goods or Services is to be paid at any future time or is to be paid in instalments or remains outstanding after payment is due, as security for payment of the Purchase Price HBC hereby reserves and the Customer hereby grants to HBC a security interest and a purchase money security interest in the Goods and in all proceeds, accounts receivable, profits or cash from the resale thereof (collectively, "Proceeds"), until such time as the Customer has paid the Purchase Price in full. In the event of non-payment by the Customer of any part of the Purchase Price due to HBC, HBC shall have all rights and remedies under the applicable personal property security legislation. All costs and expenses (including legal fees) incurred by HBC to enforce its rights under the security interest granted to it shall be paid by the Customer. The Customer agrees to do all things and to execute and deliver all documents necessary (in HBC's sole discretion) for the creation, preservation, enforcement and protection of its security interest and purchase money security interest over the Goods and Proceeds. The Customer hereby appoints HBC as its attorney to execute any documents or other instruments necessary to perfect and enforce its security interest.
- 9.2. HBC retains title to the Goods delivered to the Customer until payment of the Purchase Price has been made in full.
- 9.3. In case of breach of Contract by the Customer, in particular in case of non-payment of the Purchase Price due, HBC shall be entitled to terminate the Contract or/and to demand return of the Goods on the basis of the retention of title.
- 9.4. Until revoked in accordance with (c) below, the Customer is authorized to resell and/or process the Goods subject to retention of title and HBC's security interest in the ordinary course of business. In this case, the following provisions shall apply in addition:
- In the event of retention of title or security interest in and over the Goods and Proceeds, and if such Goods are assembled with or integrated into parts over which HBC has no right or title, HBC will acquire joint ownership over the new product and Proceeds from the new product in proportion to the value of the Goods and its right to retention or rights as secured party will extend to such new product and its Proceeds.
  - As long as the Customer complies with the payment terms of the Contract, the Customer is entitled to collect all amounts owing to it and use such amounts to fulfill its payment obligations toward HBC. All monies collected or received by the Customer in respect of such claims shall be received as trustee for HBC and shall be forthwith paid over to HBC in fulfillment of the Customer's payment obligations to HBC. The Customer is entitled to collect such amounts until notice to the contrary, after which HBC may collect all amounts due directly. Any expenses, including legal fees, incurred by Seller in collecting same may be added to the indebtedness of the Buyer. The Customer hereby assigns to HBC as security all claims arising from the resale of the Goods and claims for remuneration against third parties to which the Customer is otherwise entitled with respect to the Goods (e.g. claims in tort, insurance claims) in total or in the amount of any co-ownership share of HBC pursuant to these GTC. HBC accepts the assignment.
  - The Customer shall remain authorized to collect the claim in addition to HBC. HBC undertakes not to collect the claim as long as the Customer meets its payment obligations towards HBC, no deficiency in its ability to perform exists and HBC does not assert the retention of title by exercising a right pursuant to Section 9.5. If this is the case, however, HBC may demand that the Customer inform HBC of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case HBC shall be entitled to revoke the Customer's authorization to further sell and process the goods subject to retention of title or security interest.
  - The Customer shall inform HBC without delay of any seizure, notice, proceeding, action, claim or other occurrence that may adversely affect HBC's right, title or ability to enforce its rights or its security interest hereunder.

### 10. Limited Warranty

- 10.1. Goods shall be regarded as conforming to HBC's obligations if they are capable of being used or are in a condition usual for use as intended or expected considering the



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nature of the Goods. Unless otherwise specified in the Contract, Product descriptions and manufacturer’s specifications which are the subject matter of the Contract or which were publicly announced by HBC (in particular in catalogs or on the internet homepage of HBC) at the time of the conclusion of the Contract shall be deemed to be an agreement on the specifications, properties and quality of the relevant Goods.

- 10.2. The Customer will carefully inspect all delivered Goods immediately upon its receipt of the Goods. Claims for shortages or discrepancies will be waived by the Customer unless the Customer has notified HBC in writing within 5 Business Days of receipt of the Goods of any shortages or discrepancies in the shipment. Goods with obvious defects or other defects which would have been discernible by an immediate, careful examination shall be deemed accepted by the Customer if HBC does not receive a written notice of defects within 5 Business Days after the delivery date. In the case of Goods intended for installation, mounting, fitting or other further processing, an inspection shall in any case be carried out immediately before installation, mounting, fitting or other further processing and any defects becoming apparent shall be notified to HBC within 5 Business Days of its discovery.
- 10.3. The warranty period applicable to Goods shall begin on the date of shipment to the Customer pursuant to the Contract and shall run for the applicable period (“Warranty Period”) stipulated in the following table. The Warranty Period applicable to Services shall begin on the date the Services have been completed by HBC and shall run for the applicable Warranty Period stipulated in the following table.

Product Type / Subject of Warranty*	Warranty Period (commencing date of shipment to Customer)
HBC radio control systems, spare transmitters and receivers, spare parts, attachments, add-on parts and accessories, excluding Wear-and-Tear Parts	Two (2) years
<b>Wear-and-Tear Parts</b> , defined as any of the following HBC Parts: <ul style="list-style-type: none"> <li>• electromechanical output elements (such as relays)</li> <li>• antennas</li> <li>• seals</li> <li>• rubber bellows</li> <li>• rechargeable batteries</li> <li>• water protective caps</li> <li>• switches, except for joysticks and linear levers</li> <li>• buttons</li> <li>• carrying or handling accessories and devices</li> </ul>	One (1) year
HBC electronic components, linear levers, joysticks (only in case of the exchange of a module)	Three (3) years
Repair work and material used for repair, including repair of Wear-and-Tear Parts	One (1) year

\*Expressly excluding prototypes, development samples and initial samples.

The Customer’s failure to inspect Goods as stipulated in Section 10.2, including, in particular, Goods that have been installed, mounted, fitted or processed after delivery, will not extend the Warranty Period.

- 10.4. During the Warranty Period, HBC warrants that the Goods will be free from defects in materials and workmanship and will substantially conform to any HBC specifications referenced in the Contract, subject to the terms and limitations set out in this limited warranty.
- 10.5. HBC warrants that Services provided under the Contract will be of the kind and quality designated and will be performed by qualified personnel with due care and in a manner consistent with industry standards. HBC replacement parts provided as part of the Services will be free from defects in material and workmanship for the applicable Warranty Period stipulated in Section 10.3.
- 10.6. To be accepted for consideration, all warranty claims must be submitted in writing to HBC within the applicable Warranty Period according to the following procedures.
  - a) Upon learning of a defect that may be subject to warranty coverage, the Customer must immediately send a written defect report to HBC at [Service@HBC-radiomatic.ca](mailto:Service@HBC-radiomatic.ca) describing in detail the defective Goods and the nature of the defect.
  - b) The defective Goods, together with a copy of the defect report, must be sent to HBC’s facility (as directed by HBC) for examination by HBC. All defective Goods must be shipped to HBC in their original packaging or in packaging of the same

- quality, with shipping costs prepaid by the Customer.
- c) In order to qualify for warranty coverage: (i) Goods cannot have been altered from their original condition at delivery, (ii) there cannot have been any mechanical or physical damage to the Goods, and (iii) the Purchase Price for the Goods must have been paid in full.
- 10.7. HBC will examine all defective Goods received from the Customer in accordance with this Article 10 to determine if such Goods qualify for warranty coverage. The decision as to whether Goods are subject to warranty coverage shall be at HBC’s full discretion. If HBC determines that the Customer is entitled to warranty coverage for defective Goods, HBC shall, at its sole option, either replace or repair the Goods. This remedy shall be HBC’s sole liability and the Customer’s sole remedy for breach of any warranty set forth in this Article. The Customer agrees to cooperate with HBC in any effort it makes to supply the foregoing remedy and to allow HBC a reasonable period of time to perform the selected remedy. The Warranty Period for any replacement or repaired parts provided by HBC pursuant to this Article 10 shall be the original Warranty Period applicable to the defective Goods that were the subject of such replacement or repair. A new or additional Warranty Period will not be applied for defective Goods that have been repaired or replaced during the original Warranty Period. Performance of a remedy under this limited warranty shall not include the dismantling, removal or disassembly of the defective Goods, nor the installation, fitting or assembly of repaired or replacement Goods if HBC did not originally perform these services with the defective Goods. HBC shall have no obligation to reimburse the Customer for any such dismantling, removal, disassembly or re-installation costs incurred by the Customer.
- 10.8. If HBC determines that the Customer is not entitled to warranty coverage for defective Goods, HBC shall be entitled to charge the Customer for any labour and material costs incurred, as well as a flat rate travel fee.
- 10.9. HBC shall not be liable for any damage that arises because of improper operation of Goods by the Customer or end users.
- 10.10. The Warranty Period will be deemed ended, and HBC shall have no liability or obligation to provide any remedy if: (a) the Customer or a third party performs any repairs or modifications to the Goods without HBC’s prior written authorization; (b) the Customer fails to mitigate any damage resulting from a failure of any Goods to conform to this warranty; or (c) the Customer fails to give HBC timely notice of a failure of the Goods to conform to this warranty according to the procedures set out in this warranty or fails to give HBC the opportunity to remedy any breach of warranty.
- 10.11. The warranties set forth in this Article 10 do not cover any condition(s), defect(s) or damage: (a) that cannot be proved to have its/their origin in defective materials or workmanship; or (b) that arise(s) or result(s) from: (i) failure to assemble, install or operate the Goods in strict conformity with the assembly instructions and operating instructions provided by HBC; (ii) misuse or use of Goods for unintended purposes; (iii) unauthorized repair or modification of Goods by Persons not approved by HBC and/or use of unapproved third party parts (including, without limitation, batteries from other manufacturers), components or materials; (iv) improper storage, handling, maintenance or repair, neglect, excessive loading, influence of other products or services; (v) the existence or presence of adverse environmental conditions which temporarily or permanently interfere with radio operation at the site of use; (vi) inadequate specifications having been ordered for the intended place of use of the Goods including, without limitation, radio specifications that are not permitted for regulatory reasons; (vii) normal wear and tear; or (viii) acts of God or force majeure.
- 10.12. **THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR COMMON LAW THAT HBC GIVES IN CONNECTION WITH THE GOODS AND SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HBC DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS. NO COURSE OF DEALING AND NO PRODUCT DESCRIPTION SHALL BE DEEMED A WARRANTY OF ANY GOODS OR SERVICES DELIVERABLE BY HBC.**
- 10.13. The warranty rights and remedies set forth herein apply only to claims made by the original Customer and cannot be assigned or transferred to any third party without HBC’s prior written approval.

**11. Limitation of Liability**

- 11.1. **NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, THE CUSTOMER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND HBC SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, CONTINGENT, EXEMPLARY, LIQUIDATED, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REPLACEMENT, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR**





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REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, OR LEGAL FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE CONTRACT, EVEN IF HBC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUSTOMER'S RECOVERY FROM HBC FOR ANY CLAIM AND HBC'S TOTAL LIABILITY FOR ANY CLAIM RELATING TO GOODS OR SERVICES SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE GOODS OR SERVICES GIVING RISE TO SUCH CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. HBC SHALL NOT BE LIABLE FOR AND THE CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HBC HARMLESS FROM ANY CLAIMS BASED ON HBC'S COMPLIANCE WITH THE CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY GOODS OR SERVICES BY PARTIES OTHER THAN HBC, OR USE IN COMBINATION WITH OTHER GOODS OR SERVICES.

### 12. Force Majeure

- 12.1 HBC shall not be responsible or liable for any delay or failure to perform its obligations arising from causes beyond HBC's reasonable control, including, without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labour disputes, or the failure of suppliers to meet their delivery promises. The acceptance of delivery of the Goods or Services by the Customer shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.

### 13. National Telecommunications Regulations

- 13.1. Telecontrol radio systems may be operated only with the special approval of the respective competent national telecommunications authorities and only in the frequency bands designated a priori by the respective competent authority or in the case of frequencies allocated under an exceptional authorization.
- 13.2. It is the responsibility of the operator of the telecontrol radio system to ensure and, upon request, demonstrate to the competent authority that the operating frequencies used are within the frequency bands permitted under Section 13.1.
- 13.3. It is the Customer's responsibility to clarify in each individual case whether radio operation at the desired frequency is permissible in the respective country where the telecontrol radio system is used.

### 14. General Provisions

- 14.1. These GTC and the Contract shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein (save and except to the extent that local laws governing security interests and rights of repossession may apply to Goods delivered outside of Ontario), without giving effect to conflict of law principles. Any dispute with respect thereto shall be submitted to the courts in the Judicial District of Toronto, Province of Ontario. The UN Convention on Contracts for the International Sale of Goods shall not apply to any transaction between the Customer and HBC.
- 14.2. Should individual components of these GTC be or become invalid, this shall not affect the validity of the remaining components.
- 14.3. HBC points out that the personal data required for the purposes of the Contract are collected, processed and stored within the scope of the business relationship according to HBC's Privacy Policy. Personal data may be transferred to and stored outside Canada. HBC's Privacy Policy setting out detailed information on the processing of personal data by HBC is available at <https://www.hbc-radiomatic.com/en-GB/privacy.html>.
- 14.4. No failure on HBC's part to strictly enforce any of these GTC or any of its rights under the Contract shall be construed as a waiver of such term, condition or right.
- 14.5. The Contract of which these GTC form part, and the Customer's obligations thereunder may not be assigned by the Customer without HBC's prior written consent.
- 14.6. Unless otherwise provided in these GTC, all notices hereunder must be given in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third Business Day after mailing by registered mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight courier delivery service (eg. FedEx, UPS); or (d) when sent by email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; and, in any case addressed (i) to HBC at its address set out in these GTC, and (ii) to the Customer at the address contained on the Customer's order. Either party may change its address for notice by giving written notice to the other party pursuant to this Section.
- 14.7. The parties acknowledge that it is their express wish that these GTC and all related documents, including notices and other communications, be drawn up in the English language only. *Les parties conviennent expressément que les présentes CGV et tous les documents Y afférents, y compris les avis et autres communications, soient rédigés en langue anglaise seulement.*