

Terms and Conditions of Sale

- 1. Contract Terms:** All transactions between MC3 Manufacturing Inc. (“MC3”) and a natural person or legal entity (“Purchaser”) who wishes to purchase goods sold by MC3 (“Goods”) are governed by these Terms and Conditions of Sale. Any proposal, purchase order or other document that includes different or additional terms that vary from these Terms and Conditions of Sale are objected to and disallowed. Notwithstanding the foregoing, any such counterproposals by the Purchaser shall not operate as a rejection of the contract of sale, but as a rejection of the additional or different terms, unless MC3 has provided explicit written consent to such additional or different terms.
- 2. Formation of Contract:** A purchase order is deemed by MC3 to be an offer to purchase, which MC3 may accept or reject in its sole discretion. MC3's acceptance of an offer to purchase is binding on MC3 only if MC3 provides written confirmation of such acceptance or, if not by written confirmation, by shipment of the Goods ordered (and acceptance by shipment shall only be binding as to the portion of the order actually shipped by MC3). Any automatic or computer-generated response to an order by MC3's internal electronic data exchange system shall not be deemed acceptance of an order.
- 3. Purchase Price:** All prices provided by MC3 are stated in Canadian Dollars (CAD) unless otherwise expressly specified in United States Dollars (USD) in the quote. The Purchaser shall be responsible for and shall pay all applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), and any other federal, provincial, or local taxes, duties, or levies payable in connection with the purchase of the Goods.
- 4. Pricing Adjustments due to Material Increases:** The Purchaser acknowledges that quotes are for reference only and subject to change due to material cost fluctuations, including but not limited to the price of steel. MC3 may adjust pricing upon receipt of a purchase order and will notify the Purchaser of any increases. The Purchaser must accept the revised pricing before a purchase order is processed. If not accepted, MC3 may cancel the order without liability.
- 5. Taxes, Tariffs and Duties:** The Purchaser shall be responsible for and shall pay all applicable, taxes, duties, tariffs, and other governmental charges imposed on or related to the sale, import, export, delivery, or use of the Goods, regardless of whether such taxes, charges or tariffs are in effect at the time of the quote or the time the sale of goods agreement between MC3 and the Purchaser was entered into or are introduced or increased thereafter. If MC3 is required to pay any such amounts on the Purchaser's behalf, the Purchaser shall promptly reimburse MC3 upon demand. The Purchaser acknowledges and agrees that any new taxes, tariffs, or duties applied after the quote may result in an increase in the price of the Goods.
- 6. Shipping and Delivery:** The quote provided by MC3 will specify the delivery details for the Goods, including the estimated delivery timeline and any applicable delivery terms. The Purchaser acknowledges and agrees that shipping, delivery dates, and lead times are estimates

MC3 Manufacturing Inc.

2025 Spinks Drive, Kingsville, Ontario N9Y 2E5

Toll Free: 877-726-9990 519-325-1370 Fax: 519-325-1374

Web: www.mc3mfg.com Email: info@mc3mfg.com

only and are not guaranteed. The Purchaser further agrees that MC3 shall not be held liable to Purchaser or any other party for any losses, damages, penalties, or expenses for any delay in delivery of the Goods. The quote will also provide an estimate of the delivery costs; however, the Purchaser acknowledges that all final costs associated with shipment and delivery, including but not limited to freight, customs, duties, and handling fees, shall be the sole responsibility of the Purchaser. If actual delivery costs exceed the estimate provided in the quote, the Purchaser shall remain responsible for paying the full amount.

If the Purchaser is responsible for picking up the Goods from MC3's premises, the Purchaser must do so within fifteen (15) days from the date MC3 notifies the Purchaser that the Goods are ready for pickup. If the Purchaser fails to collect the Goods within this timeframe, MC3 reserves the right to charge the Purchaser reasonable storage fees until the Goods are picked up. Storage fees shall be calculated at a rate of \$3.00 per square foot of the storage space used by the Goods per month and must be paid in full before the release of the Goods.

7. **Transfer of Goods and Risk of Loss:** Title to the Goods passes to the Purchaser only upon full payment of all amounts owed, while risk of loss transfers upon delivery to the location designated in the quote for delivery.
8. **Inspection:** The Purchaser shall inspect the Goods promptly upon delivery for non-conformity (including but not limited to non-conformity for quantity, damage and/or defects). Any claims related to such non-conformity or damage must be reported to MC3 in writing within ten (10) days of delivery, or, in the case of non-delivery, from the date fixed for delivery. The Purchaser shall have ninety (90) days from the date of delivery to notify the MC3 in writing of any defects in the Goods that could not have been detected upon delivery. Failure to provide such notice within the above referenced time periods shall constitute a waiver by Purchaser of all claims with respect to such Goods.
9. **Disclaimer of Express and Implied Warranties:** It is the responsibility of the Purchaser to ensure that the Goods ordered meet any specifications required by the Purchaser. The Goods are purchased by the Purchaser on an "as is" and "as available" basis. MC3 disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose. If any model or sample was shown to Purchaser, that model or sample was used merely to illustrate the general type and quality of the Goods and not to represent that the Goods would necessarily conform to the model or sample. The Purchaser acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made.

10. **Deferral of Shipments for Late Payment.** In addition to any other remedies that may be available to MC3, if the Purchaser should fail in any manner to fulfill the terms hereof or fail to make any payments when due, MC3 may defer further shipments of Goods until such default is cured.
11. **Terms of Payment:** Terms of payment are as indicated in the quote. Late payments will be subject to interest charges at the rate of two percent (2%) per month.
12. **Termination for Breach.** MC3 may terminate the contract between MC3 and the Purchaser at any time in the event of a material breach by the Purchaser that remains uncured after: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach, thirty (30) calendar days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action from MC3. Termination shall be in addition to any other remedies that may be available to MC3.
13. **Termination for Buyer's Financial Insecurity:** Notwithstanding anything to the contrary contained in these Terms and Conditions of Sale and in addition to any other remedies that may be available to MC3, the contract between MC3 and the Purchaser shall terminate automatically and without notice upon Purchaser's dissolution, insolvency, bankruptcy, appointment of a receiver, or assignment for creditors.
14. **Termination for Convenience.** The Purchaser or MC3 may terminate the contract between MC3 and the Purchaser at any time with or without cause by giving thirty (30) days prior written notice. Unless otherwise stated in the quote, in the event that the Purchaser terminates the contract between MC3 and the Purchaser, the Purchaser agrees to compensate MC3 for all costs incurred up to the date of termination. These costs shall include, but are not limited to, all material and labor costs associated with the contract and order. Additionally, the Purchaser shall also pay an amount equal to twenty percent (20%) of the purchase price of the cancelled Goods as compensation for administrative expenses and lost profits. MC3 shall provide the Purchaser with a detailed breakdown of such costs upon request. Payment of these amounts shall be due within ten (10) days from the date of the invoice.
15. **Limit and Exclusion of Liability:** No claim by the Purchaser of any kind including, but not limited to, claims for indemnification, whether as to quality, quantity or non-delivery, shall be greater in amount than the purchase price for the Goods in respect of which damages are claimed. In no event shall MC3 be liable to the Purchaser for any incidental, consequential, indirect, statutory, special, exemplary, or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, lost business opportunities, damage to good will or reputation, or loss of data, arising out of, or as a result of, the sale, delivery, servicing, use or loss of the Goods sold by MC3, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen. The Purchaser shall have no right of set-off or withholding, and no deduction of any amounts due from Purchaser to MC3 shall be made without MC3's prior, express written approval.

16. **Force Majeure:** MC3 will not be liable for any non-performance of the order if such delay or non-performance is due to any cause beyond the reasonable control of MC3 or its suppliers, for which MC3 could not reasonably foresee or reasonably provide against, and which prevents MC3 from carrying out the terms of the order. This includes but is not limited to the following:
- pandemic; war; revolution; insurrection or hostilities (whether declared or not); riot; economic upheaval; situations which disrupt the global supply chain; civil commotion or uprising; flood; earthquake; tempest; hurricane; lightning or other natural disaster; fire or explosion; strike, lockout, or other industrial disturbance whether at MC3 or one of its suppliers; sabotage; accident; embargo; car shortage, wrecks or delays in transportation; non-delivery of materials; or order or action of government authority including but not limited to the imposition of tariffs. Any delay resulting from such a cause shall extend the date of delivery accordingly. MC3 reserves the right to cancel an order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.
17. **Applicable Law:** These Terms and Conditions of Sale and the associated contract between the Purchaser and MC3 shall be governed by the laws of the Province of Ontario and the federal laws of Canada. The Purchaser and MC3 irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario to settle any disputes or claims which may arise out of or in connection with any purchase and sale transaction between MC3 and the Purchaser to which these Terms and Conditions of Sale apply. The UN Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions of Sale or the associated contract between the Purchaser and MC3.
18. **Assignment:** The Purchaser may not assign the contract between MC3 and the Purchaser, either in whole or in part, nor delegate any performance thereunder, without the express, written consent of MC3, which consent shall be at MC3's sole and absolute discretion. Any assignment without such consent shall be null and void. MC3 may assign the contract between MC3 and the Purchaser upon written notice to Buyer.
19. **Miscellaneous.** These Terms and Conditions of Sale are the sole and exclusive statement of the parties' understanding and agreement with respect to the transactions contemplated by this sale, notwithstanding any other terms that might be contained in any purchase order or other document received from Purchaser or submitted to MC3. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and can only be modified or changed in writing and signed by authorized representatives of both parties. No waiver by MC3 of any of these Terms and Conditions of Sale or any breach hereof shall constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver shall be deemed to occur as a result of the failure to enforce any term or condition of these Terms and Conditions of Sale. If any section or portion hereof shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining sections or portions shall remain in full force and effect. The paragraph headings are for convenience only and shall not be used in interpreting or construing these Terms and Conditions of Sale.



MC3 Manufacturing Inc.

2025 Spinks Drive, Kingsville, Ontario N9Y 2E5

Toll Free: 877-726-9990 519-325-1370 Fax: 519-325-1374

Web: www.mc3mfg.com Email: info@mc3mfg.com

MC3 Manufacturing Inc. – Limited Warranty Statement

1. Standard One-Year Manufacturer's Warranty

MC3 Manufacturing Inc. ("Seller") warrants that the equipment it manufactures will be free from defects in material and workmanship for a period of one (1) year from the date of shipment. If any part or parts are found to be defective during this one-year period, MC3 will, at its sole expense, repair or replace the defective components. This warranty is limited to the supply of replacement parts only and does not include labor, shipping, or other costs associated with removal, installation, or repair.

2. Extended Warranty for Latent Defects

In addition to the standard warranty above, MC3 further warrants that any part or parts manufactured by MC3 that are found to have been defective at the time of shipment may be repaired or replaced, at MC3's expense, for up to three (3) years from the date of final shipment, provided that:

- The Buyer notifies MC3 in writing within this three-year period,
- The defect is proven to the satisfaction of MC3, and
- The part has not been altered, misused, or damaged due to improper installation, maintenance, or operating conditions.

This extended warranty is limited to defects in material or workmanship present at the time of shipment and is subject to the same limitations as outlined below.

3. Exclusions and Limitations

This warranty does not apply to any equipment or component that has been subject to:

- Ordinary or extraordinary wear and tear, including wear caused by abrasive materials.
- Use outside of design specifications, including variations in product size, weight, shape, speed, or handling methods not disclosed in advance to MC3.
- Improper installation or assembly, regardless of whether performed by Buyer or a third party.
- Improper maintenance, lubrication, or storage.
- Chemical attack or environmental exposure beyond design conditions.

Failure to follow MC3's instructions for handling, use, or maintenance will void this warranty.

4. Third-Party Components

Components used in the manufacture of equipment that are not produced by MC3 (e.g., motors, gearboxes, bearings, belts) are covered by the original equipment manufacturer's (OEM) warranty only. MC3 will, upon request, provide the Buyer with access to the applicable OEM warranty and will assist in facilitating claims, but assumes no liability beyond that of the original manufacturer. NOTE: To preserve warranty coverage for third-party components, the Buyer must contact MC3's head office for authorization prior to disassembling, modifying, or replacing any such components. Failure to obtain prior authorization will void all related warranties.



MC3 Manufacturing Inc.

2025 Spinks Drive, Kingsville, Ontario N9Y 2E5

Toll Free: 877-726-9990 519-325-1370 Fax: 519-325-1374

Web: www.mc3mfg.com Email: info@mc3mfg.com

5. Warranty Claim Procedures

All warranty claims must be submitted in writing and must include:

- Equipment serial number,
- Description of the defect,
- Operating conditions at time of failure,
- Supporting documentation (e.g., photos or maintenance logs).

MC3 reserves the right to inspect the defective parts before approving any warranty coverage.

6. Limitation of Liability

MC3's obligation under this warranty is strictly limited to the repair or replacement of defective parts as stated above. No other warranty, express or implied, including but not limited to merchantability or fitness for a particular purpose, is provided unless explicitly agreed to in writing by an officer of MC3.

MC3 shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of production, profits, or operational efficiency arising from warranty claims.

7. No Unauthorized Modifications

No agent, distributor, or representative of MC3 is authorized to alter, amend, or expand the terms of this warranty. Any modifications or deviations must be approved in writing by an officer of MC3 Manufacturing Inc.