



TERMS & CONDITIONS OF SALE

Critical Environment Technologies Canada Inc.

1. ACCEPTANCE

This agreement applies as between Critical Environment Technologies Canada Inc. (hereinafter "CET") and the Buyer (hereinafter "Buyer"). The Contract is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions the Buyer purports to apply in any Contract) unless expressly accepted in writing by CET. Acknowledgements of Buyers' orders, or "releases" shall not be construed to be a waiver, amendment, or modification of these terms and conditions. CET is not responsible for typographical or written errors made in any quotation, Sales Order, or publications and all such errors are subject to correction.

2. QUOTATIONS

Quotations are only valid in writing and for 30 days from the date of the quotation. All quotations are subject to change or withdrawal without prior notice to Buyer. A new quotation will be required for any changes requested by the Buyer. For quotations issued, CET reserves the right to review validity, materials, quantity specified and/or rate of delivery. Unless otherwise stated, all prices are F.O.B. factory. All products, systems, components, or accessories (hereinafter "Products") will be billed at prices in effect at time of shipment and, subject to change without notice.

3. PRODUCT AVAILABILITY

CET does not warrant the continued availability of the Products and may not be available for immediate shipment. Buyer hereby expressly releases CET from liability for any direct or indirect loss or damage due to, including but not limited to, shortages or general Product unavailability, any revisions to or cessation of Products. CET shall have the right to propose to Buyer substitute Products provided (i) such substitute Product has similar functionality and specifications to the Products originally ordered; and (ii) the Parties agree upon new dates, deadlines and costs to the extent impacted by such Product substitution. Product substitutions will not be available on legacy or obsolete Products.

4. PRICING

CET reserves the right to change the prices, discontinue, modify, or alter pricelist items at any time without notice. Pricing on Sales Orders is valid for up to 6 months from the Sales Order date. Should cancellation, modification or alteration prevent the delivery of all or part of any Sales Order, CET will be excused from further delivery.

5. PAYMENT

Unless Buyer has credit terms with CET, pre-payment is required to proceed with a Sales Order. Credit terms are net 30 days (from date of invoice) unless otherwise agreed in writing. If CET determines that the financial condition of Buyer at any time does not justify continuation of manufacture, or shipment, CET may request full or partial payment in advance. If shipments are delayed by Buyer, payment dates will nevertheless be computed from the date on which CET is prepared to make shipment.

If any sum owed by Buyer under the Agreement is not paid to CET on the due date, then all sums owed shall become due and payable immediately and, without prejudice to any other right or remedy available to CET, CET shall be entitled to: a) cancel or suspend performance of the Agreement or order(s) placed including suspending deliveries of Products until arrangements as to payment has been made; b) charge Buyer interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment, at the rate of 1.5% per month (or whatever is the allowed maximum), until payment is made in full. Buyer acknowledges and agrees that CET may appoint any person as its agent ("debt collection agent") to collect any amount due under the Agreement and the Buyer shall be responsible for all costs and expenses which may be incurred by CET for that purpose on each occasion.

6. TAXES

All payments by the Buyer to or for the account of CET shall be made free and clear of and without deduction for all Taxes, unless Buyer furnished an acceptable tax exemption certificate in advance to CET.

7. CANCELLATION

All Sales Orders cancelled by the Buyer are subject to a 20% Cancellation Fee. Buyer acknowledges that a) 3rd party Products, calibration gas and consumable sensors, and b) any Sales Orders that include custom work, or c) where the enclosure has been modified to include certain peripherals and/or accessories, as non-cancellable Sales Orders. CET reserves the right to revise or amend any or all items contained herein.

8. RESCHEDULING

Buyer may make one request for CET to hold, reschedule or delay the initial shipping date for up to 30 days of the original shipping date. However, CET may refuse to do so if the rescheduled shipping date exceeds more than 30 days from the original shipping date and retains the rights to a) adjust any impacted pricing accordingly or b) at its sole discretion, to cancel the Sales Order subject to its ordinary Cancellation Fee.

9. DELAY

Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments. If Buyer delays shipment after completion of the Products ordered by Buyer, title will pass to Buyer, and CET will issue an invoice. Storage and handling costs will accrue to Buyer's account until shipment is made.

10. SHIPMENTS

All shipments of Product will be made F.O.B. Point of Shipment, prepaid and charged CET's preferred courier. If the Buyer specifies a manner or routing of shipment different from that determined by CET, CET will make reasonable efforts to accommodate and ship in accordance with the Buyer's request. Prices quoted include standard packing for domestic shipment only, pricing and availability for additional packing to meet specific requirements is available at request and subject to additional fees.

11. PASSING OF RISK AND TITLE

Title and risk of loss to the Products supplied hereunder shall pass to Buyer at the F.O.B. shipping point. Full legal, beneficial, and equitable title to the Products shall remain vested in CET until a) payment in full, in cleared funds, for all the Products has been received by CET; and b) all other money payable by the Buyer to CET on any other account or under the Contract or any other contract or order has been received by CET.

12. DELIVERY

The ex-factory ship date is the best estimate of the time when the Products will be shipped by CET. CET assumes no liability for loss of profits, special, incidental, or consequential damages due to delays. Penalty clauses for failure to meet shipment schedules are not accepted, unless specifically agreed in writing by CET. CET assumes no responsibility for collection of loss or damage claims. Evident loss or damage to a shipment must be indicated by a notation made by the carrier's agent on the delivery receipt before the receipt is signed. The notation must clearly specify the extent of loss, shortage, or damage.

13. INSPECTION, ACCEPTANCE & REJECTION

All Products are subject to inspection by Buyer upon delivery and, unless CET is advised to the contrary in writing within thirty (30) days after delivery, the Products will be deemed to have been accepted as conforming to the requirements of the contract and free from all discoverable defects.

14. WARRANTY

CET's Products, unless expressly excluded herein, are warranted for two (2) years from date of purchase by the Buyer against factory defects due to materials and CET's workmanship only. Should a sensor be faulty a one (1) year prorated warranty applies from the date of purchase from our facility. Buyer acknowledges that battery packs, batteries, pumps, and filters are excluded from our warranty policy.

CET's sole obligation is to repair, or at CET's option, to replace defective materials. CET extends this limited warranty to the original or first end-user Buyer only. This warranty is conditional based upon proper storage,

installation, use and maintenance. This warranty is not applicable to, and CET makes no warranty whatsoever with respect to, any Product not installed and operated in accordance with the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratories, Inc. (UL), Standards for the American National Standards Institute (ANSI) or, in Canada, the Canadian Standards Association (CSA). Nor is this warranty applicable to any Product which has not been installed and operated in accordance with CET's specifications and connection diagrams or Products which have been subjected to abnormal operating conditions.

If YESAIR or YES Plus LGA IAQ Products need to be repaired or calibrated outside of the warranty period, fees will apply. CET does not calibrate or repair Fixed Systems outside of warranty period.

CET expressly disclaims, and buyer acknowledges, that no implied warranty of merchantability or fitness for a particular purpose shall apply to any Products sold. The foregoing warranty is exclusive of all other statutory, written, or oral warranties and no other warranties of any kind, statutory or otherwise, are given or herein expressed.

15. RETURN POLICY

With CET's authorization, Buyer may be permitted to return Products in accordance with CET's Return Policy. All non-warranty and non-service returns are subject to a minimum 25% restocking fee. CET accepts returns for Products up to 6 months from the sales invoice date if the return is accompanied by an authorized RMA Request. All returns of Products are subject to CET's prior written approval, accompanied by CET's completed RMA form, including the original Sales Order number. RMA's expire within 30 days from the issue date.

Buyer shall pay all transportation costs associated with the RMA and prepay the shipment of the repaired or replacement Products and shall bear all risk of loss or damage to such Products while in transit. Shipments from outside Canada must be shipped "Customs Cleared" to our door via prepaid courier of the Buyer's choosing and have the appropriate shipping documents included. Waybills should be marked "Canadian Goods Returned" for duty and tax purposes. CET retains the right to refuse shipments arriving at our warehouse with collect charges.

For a Product to be eligible for a credit return it must be of current manufacture (produced in the last twelve months), unused, salable, and in original packaging. Any Products that CET evaluates to be in an unacceptable condition will not be approved for credit. Any cost incurred by CET to put Product in condition for resale will be charged to the Buyer. This is in addition to the restocking fee. CET cannot accept discontinued, made-to-order, or custom-built Product as part of any return.

Should a Product returned to CET under warranty be deemed to be in working order by CET, and where a replacement unit has already been sent to the Buyer, a fee of 50% will be charged to the Buyer to recover the cost of inspection, sensor use, and installation damage to the unit.

A general exception for returns is applicable to Sensors and calibration gas cylinders as Sensors and calibration gas cylinders are consumable items and once, they leave our factory, we cannot reuse or resell them. As such, all sensor and calibration gas cylinder sales are final.

Any waiver or reduction of the restock fee or buyer requested returns must be approved by CET management

16. ADDITIONAL TERMS FOR CXT AND ART MODELS

All CXT and ART models and their replacement parts are non-cancelable and non-returnable ("NCNR"). For any CXT and ART models, the Buyer shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer of various components to CET. The following exceptions to CET's warranty apply: (i) Accessories are warranted for 90 days from date of delivery, (ii) Consumable or disposable goods are warranted at time of delivery only, (iii) Customized Products/Systems are warranted for one (1) year from date of delivery, (iv) ART models are by CET guaranteed to be free from defects in workmanship and materials for one (1) year from the date of delivery, (v) normal deterioration, wear, abuse or any damages caused by exposing the Products to the conditions out of Products specification, including but not limited to IP rating, temperature, pressure, flow, or chemicals that are not compatible to the material of the Products are expressly excluded.

17. TRAINING

All training fees are non-refundable once training has been scheduled and registration is completed. All other professional service fees are non-refundable once work has been scheduled.

18. DEFICIENCIES & BACKCHARGES

CET retains the right, at its expense; to correct identified deficiencies in a manner that satisfies CET's contractual obligation to the project, and which have been reported to CET within 30 days of initial system start-up. After 30 days the Buyer's only recourse will be through the warranty process as outlined in these Terms and Conditions. CET does not accept any back charges from any Dealer or Distributor (Representative of CET) or any contractor performing installation and/or commissioning work, without express written authorization from appropriate CET's management.

19. LIMITATIONS OF LIABILITY

Under no circumstances, whether because of breach of contract, breach of warranty, tort, strict liability or otherwise, will CET be liable for consequential, incidental, special or exemplary damages, including, but not limited to, loss of profits, loss of use or damage to any property or equipment, cost of capital, cost of substitute Product, facilities or services, down time costs or claims of claimant's Buyers. In addition, CET shall not be liable for auxiliary interfaced equipment or consequential damage deriving therefrom. CET's liability for all claims of any kind or for any loss or damages arising out of, resulting from, or concerning any aspect of this warranty or from the Products or services furnished hereunder, shall not exceed the price of the Product which gives right to the claim. To the extent permitted by law, the period in which any claim arising out of or related to the Agreement must be brought is limited to three (3) years from the date that such claim or cause of action is discovered or should have been discovered with the exercise of due diligence, and no claim may be brought after the expiry of this agreed limitation period.

20. FORCE MAJEURE

In the event either party is prevented from performing this contract by circumstances beyond its control, and without its fault, including without limitation, strikes, lockouts, fire, explosion, pandemics, flood, acts of God, war or other hostilities, acts of terrorism, banking or other systemic economic failure, riot or other civil commotion, embargoes or other governmental acts, orders or regulations, breakdown of machinery, and inability to obtain shipping facilities or supplies, the obligation of CET to deliver Products or services hereunder during the period of such disability shall be suspended and the Products or services so affected shall either be eliminated from this contract without liability to CET or reasonable extensions of the time for performance will be granted.

21. GOVERNMENT CONTRACTS

In the event the Sales Order is for Products or services to be furnished by Buyer under any government contract or Purchase Order, CET shall have all rights of Buyer that are available to Buyer under such government contract or Purchase Order, whether Buyer is a prime contractor or supplier to the government or is a subcontractor at any tier.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings. No change or modification of this Agreement by Buyer shall be allowed after acceptance by us, unless authorised and accepted in writing by CET. Each party agrees that in entering into this Agreement it does not rely on, any statement, representation, assurance, or warranty of any kind.

23. SEVERANCE AND GOVERNING LAW

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement. The contract will be governed by and construed according to the laws of the Province of British Columbia.