

TERMS AND CONDITIONS OF SALE

COMMERCIAL CHARGING STATIONS

1. Introduction

- a. These Terms of Sale apply only to Purchasers located within Canada but outside the province of Quebec (as evidenced by the billing address on the sales confirmation document or other reasonable indication that the Purchaser is primarily located in Canada but outside of Quebec). For a copy of the Terms of Sale that apply to Purchasers located in Quebec, please visit: <https://www.flo.com/fr-CA/flo-tc-commercial-can-fr/>. Pour obtenir une copie des Conditions générales de vente applicables aux Acheteurs situés dans la province de Québec, veuillez visiter: <https://www.flo.com/fr-CA/flo-tc-commercial-can-fr/>.
- b. These terms and conditions of sale (the "Terms") apply to your (the "Purchaser" or "you" or "your") purchase of the CoRe+™, the SmartTWO™, the SmartTWO-BSR™, the SmartTWO-BSR-M™ Level 2 electric vehicle supply equipment, the SmartDC™ Direct Current Fast Charger (DCFC) or any bulk commercial purchase of FLO Home™ Level 2 electric vehicle supply equipment, related accessories and services (hereinafter referred to as the "Products") from AddÉnergie Technologies Inc. or Services FLO Inc., as detailed in the Purchase Order (as defined below). AddÉnergie Technologies Inc. and Services FLO Inc. are referred to herein as "FLO", "we", "us" or "our". Any Communication Gateway loaned to the Purchaser for use with the Product remains the property of FLO, unless the Communication Gateway is physically incorporated into the Product, in which case it becomes the property of the Purchaser and is subject to these Terms.
- c. The Terms constitute a legally-binding agreement between you and FLO regarding your purchase of the Products. The version of the Terms that are in effect on the date of your Purchase Order (as defined below) apply to your purchase of the Products. We invite you to read them carefully before entering into a transaction and to contact us if you have any questions. By submitting a Purchase Order, you acknowledge that you have read, understood and accepted without reservation, the present Terms.
- d. Our website terms of use (available at <https://www.flo.com/en-CA/terms-and-conditions-v2/> the "Website TOU"), privacy policy (available at <https://www.flo.com/en-CA/privacy-policy/>, the "Privacy Policy"), limited product warranty or warranties (the "Limited Product Warranty"), and, if applicable, Global Management Services Terms and Conditions ("GMS") that are in effect on the date of your Purchase Order are hereby incorporated by reference into the Terms and form part of the legally-binding agreement between you and FLO and supersede all prior written and oral agreements in relation to the Products or any related services or components. To the extent that there is a conflict between the Terms, the Website TOU, the Privacy Policy, and the Limited Product Warranty, these Terms shall govern. No other terms and conditions relating to the sale/purchase of the Products will apply and no terms and conditions included in any Purchase Order shall be of any force or effect, unless FLO has agreed to accept those terms and conditions in advance and in writing, in which case those terms and conditions will govern.
- e. You are solely responsible (and FLO has no responsibility to you or to any third party) for any breach of your obligations under the Terms and for the consequences (including any loss or damage which FLO may suffer) resulting from any such breach.
- f. **THESE TERMS OF SALE GOVERN ALL SALES OF THE PRODUCTS, INCLUDING SALES OF THE PRODUCTS BY ANY DISTRIBUTOR OR RESELLER AUTHORIZED BY FLO AND ANY LENDING OF THE PRODUCTS TO ANY THIRD PARTY. IF YOU ARE AN AUTHORIZED DISTRIBUTOR OR RESELLER OF THE PRODUCTS, IT IS YOUR**

**RESPONSIBILITY TO PASS ON THESE TERMS OF SALE TO THE CUSTOMER AND/OR
END USER OF THE PRODUCTS.**

2. Quotes

FLO will provide you with a quote for the requested Products. This quote will be in Canadian dollars and, unless otherwise noted on the quote, will be valid for the 30 calendar days following its date of issue.

3. Orders

- a. You may order the Products via any of the following methods, each of which, when received by FLO or its authorized distributors, will be considered a "Purchase Order" for the Products:
 - i. A standard written purchase order to FLO;
 - ii. An email to FLO describing your order;
 - iii. A signed quote by Purchaser for the Products; or
 - iv. A signed contract by Purchaser for the Products.
- b. By submitting a Purchase Order, you make an offer to purchase the Products you have selected, and you agree to be bound by these Terms.

4. Order Confirmations

- a. All Purchase Orders and modifications to Purchase Orders are subject to acceptance or rejection by FLO in its sole discretion. No Purchase Order is binding on FLO unless and until it is accepted by FLO in writing.
- b. FLO will make commercially reasonable efforts to confirm acceptance or rejection of your Purchase Order within a reasonable time. If your Purchase Order is accepted, you will receive an acknowledgement in the form of a sales confirmation document confirming the estimated shipping date. You are responsible for notifying FLO of any discrepancies between the Purchase Order and sales confirmation document. Any change orders must be submitted to FLO and will only be deemed accepted once FLO confirms the requested changes. Change orders may be subject to updated estimated shipping dates and costs.
- c. FLO reserves the discretionary right to refuse orders for any legal reason, without compensation, including in the following instances: (1) FLO has concerns in relation to your creditworthiness, (2) FLO suspects you of improperly using or reselling Products; (3) you have unpaid invoices; or (4) you are in material breach of any contract with or legal obligation to FLO.

5. Prices

Product prices (including estimated shipping fees but excluding applicable taxes) will be set out in the quote.

6. Payment Terms

All orders are subject to credit approval by FLO. FLO may, at its sole discretion, require payment or other security acceptable to FLO before the Products are manufactured or shipped. Payment for the Products, shipping fees and applicable taxes will be made by bank transfer with the Purchaser paying

all related banking fees or such other means of payment as FLO may approve at the time a Purchase Order is issued. Invoices will be issued upon delivery of the Products (as described in s. 7) and are payable within 30 days, or as otherwise specified in the invoice. All payments will be made in Canadian dollars.

7. Shipping and Transfer of Ownership

- a. Unless otherwise agreed to by the parties in writing, delivery will be EXW FLO's warehouse in Shawinigan, Quebec. For the avoidance of any doubt, you are responsible for all costs of shipping, transportation, insurance, warehousing, any duties and any other charges associated with shipping the Products to you. FLO reserves the right to charge an appropriate stocking fee if Purchaser does not collect or arrange for the collection of the Products within a reasonable time after the estimated shipping date.
- b. FLO may, at your request, agree to provide shipping services. If FLO agrees to such a request, you agree to pay all costs associated with such shipping and agree to fully release and hold FLO harmless for any claims related to such shipping. FLO makes no representation or warranty regarding any shipping service. FLO will make commercially reasonable efforts to ship the Products within the lead time indicated on the sales confirmation document; however, all shipping dates are approximate, and FLO will not accept or be liable for any financial penalties if Product shipment is delayed.
- c. Title of ownership to the Products transfers to you at the time the Products are delivered EXW FLO's warehouse in Shawinigan, Quebec. Once the Products are delivered EXW FLO's warehouse in Shawinigan, Quebec, you assume all risk of loss and damage to the Products.
- d. FLO reserves the right to make substitutions and modifications to the Products and the specifications of Products purchased under these Terms, provided that such substitutions or modifications will not materially affect the form, fit, function or safety specifications of the Products.

8. Installation

You are solely responsible for the installation of the Products and must follow the specific requirements included in any technical specifications including the Installation Guide provided with the Products at the time of delivery and available on the FLO Website or, if questions, by contacting Customer Service (the "Product Specifications"). **Failure to follow the instructions set out in the Product Specifications may render your warranty null and void.**

9. Cancellations

Once a Purchase Order has been accepted, and a sales confirmation document has been issued, no cancellations are permitted.

10. Returns or Refunds

Unless FLO has shipped the wrong Product, all sales are final, and no returns or refunds are permitted.

11. Limited Warranty and Disclaimers

- a. All Products purchased from FLO are covered only by the Limited Warranty provided with such Products.
- b. OTHER THAN AS SET OUT IN THE APPLICABLE LIMITED PRODUCT WARRANTY, FLO DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCTS OR THEIR DESIGN, MATERIALS, WORKMANSHIP, LIFE, PERFORMANCE OR SUITABILITY, OR THE INFORMATION, SPECIFICATIONS OR MANUALS PROVIDED WITH THEM. Some jurisdictions do not allow the exclusion of express or implied warranties so the above exclusions may not apply to you.

- c. The photographs, diagrams and texts illustrating and describing the Products and any of FLO's promotional content are non-contractual and for informational purposes alone. FLO will not be liable in case of errors, variations or omissions in the photographs, diagrams or texts displayed in FLO's promotional content.
- d. No penalties or liquidated damages shall apply in respect of FLO's obligations hereunder.

12. Intellectual Property

- a. FLO or its licensors will retain the sole and exclusive property in all intellectual property rights used to create, embodied in, used in and otherwise relating to the Products and any of their component parts ("**FLO IP**"). You will not acquire any ownership interest in FLO IP under these Terms except where a limited license is expressly provided to you, and solely to the extent of such limited license.
- b. No information or statement contained in these Terms shall be construed as conferring, directly or by implication or otherwise, any license or right under any patent, copyright, trademark, or other intellectual property right of FLO or any third party.
- c. You may not alter, delete, or conceal any copyright or other notices displayed on the Products.
- d. You may not attempt to reverse engineer the Products or any part thereof, or otherwise attempt to discover FLO IP, including trade secrets or other confidential information embodied in the Products, or allow any other person to do so.

13. LIMITATION OF LIABILITY

- A. WITHOUT LIMITING THE SCOPE OF THESE TERMS, IN NO EVENT SHALL FLO'S LIABILITY IN CONNECTION WITH OR ARISING FROM THE PRODUCTS OR THESE TERMS EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED.
- B. IN NO EVENT SHALL FLO BE LIABLE FOR ANY (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE (EVEN IF THE ADVENT OF SUCH DAMAGE WAS KNOWN OR COULD HAVE BEEN KNOWN BY FLO), (B) LIABILITY ARISING IN TORT, WHETHER OR NOT ARISING OUT OF FLO'S NEGLIGENCE, AND ALL LOSSES OR DAMAGES TO ANY PROPERTY OR FOR ANY PERSONAL INJURY OR ECONOMIC LOSS OR DAMAGE CAUSED BY THE CONNECTION OF A PRODUCT TO ANY OTHER DEVICE OR SYSTEM, (C) CAUSE OF ACTION IN CONNECTION WITH PRODUCT MALFUNCTION AND (D) ANY DAMAGE OR INJURY ARISING FROM, OR AS A RESULT OF, MISUSE, ABUSE OR INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCTS. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.
- C. FOR THE PURPOSE OF THIS LIMITATION OF LIABILITY SECTION, THE TERM "FLO" SHALL INCLUDE FLO AND ITS PARENT COMPANY, AFFILIATES AND THEIR SUPPLIERS, LICENSORS, SUCCESSORS, ASSIGNS, SHAREHOLDERS AND AGENTS.

14. Indemnification

You agree to indemnify, defend, and hold harmless FLO and its successors and assigns, and any of their respective officers, directors, employees, members, agents, representatives, licensors, advertisers, and suppliers from any liability, loss, claim (including third party claims), and expense (including reasonable legal fees) related to your failure to comply with these Terms or use of the Products in any way that is not specified by the Product Specifications provided at the time of purchase and any service communications.

15. Force Majeure

FLO will not be responsible for its inability to complete an order by any cause beyond its control, including but not limited to, acts of god, power failures, technical difficulties, bugs, network and server failures, interruptions of the mail or courier services, strikes, lockouts, acts of war or internet or payment system failure. FLO shall make reasonable efforts to promptly notify you of any such inability to complete an order. In the event of delay, FLO will perform its obligations as soon as reasonably possible, and it reserves the right to allocate any remaining Product supply among customers in a fair and reasonable manner.

16. Confidentiality

Purchaser acknowledges that all material and information relating to FLO's terms and conditions and Products which has or will come into its possession consists of confidential and proprietary information (the "Confidential Information"), which disclosure to or use by third parties may be damaging to FLO. As such, Purchaser agrees to hold such Confidential Information in confidence, not to make use of such Confidential Information except as required for the purchase or performance of the Products provided hereunder and not to release or disclose the Confidential Information to any third parties. Confidential Information does not include information in or that becomes part of the public domain or that was in known to the Purchaser prior to disclosure by FLO. Notwithstanding the above, Purchaser may disclose the Confidential Information: (i) to its respective parent company, subsidiaries, affiliates under common control, and their employees who have a demonstrable need to know and are bound by confidentiality obligations as strict as the ones set out herein; (ii) in confidence to Purchaser's advisors who are bound by confidentiality obligations as strict as the ones set out herein; or (iii) as required to be disclosed by law; provided, however, that if Purchaser is required to disclose Confidential Information pursuant to clause (iii), Purchaser shall provide FLO with prompt notice of such requirement and allow FLO, if possible, to take steps to prevent or restrict such disclosure. This section will survive any expiration or termination of your agreement with FLO.

17. General

- a. A failure by a party to exercise or enforce any legal right or remedy which is contained in these Terms (or which the party has the benefit of under any applicable law), will not be taken to be a formal waiver of the party's rights and those rights or remedies will still be available to the party.
- b. If any provision of these Terms is held to be illegal, invalid or unenforceable, this will not affect any other provision of these Terms and the agreement between the parties will be deemed amended to the extent necessary to make it legal, valid, and enforceable.
- c. Purchaser may not assign or transfer these Terms or any of its rights hereunder without FLO's prior written consent. FLO may assign or transfer these Terms or any of its rights hereunder without Purchaser's written consent or notice to Purchaser.
- d. These Terms are governed by and construed under the laws of the province of Ontario and the federal laws of Canada applicable therein and any controversy or claim arising out of or relating to these Terms that is not resolved by negotiation, including the validity, existence or the breach hereof, shall be determined exclusively by final and binding confidential arbitration

administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators will be one and the place of arbitration will be Toronto, Ontario. Except as may be required by law, neither party nor its representatives may disclose the existence, content or results of any arbitration related to these Terms, including the content of any documents exchanged within the arbitration proceedings, without the prior written consent of the other party.

NO CLASS PROCEEDINGS

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ALL CLAIMS WILL BE BROUGHT ON AN INDIVIDUAL BASIS, YOU WAIVE ANY RIGHT YOU MAY HAVE TO START OR PARTICIPATE IN ANY CLASS ACTION AGAINST FLO AND YOU AGREE TO OPT OUT OF ANY CLASS PROCEEDING AGAINST FLO.

- e. Regardless of the location of the Purchaser, the provisions of the *United Nations Convention on Contracts for the Sale of Goods* are hereby excluded from application to these Terms.
- f. All references in these Terms to the singular will include the plural where applicable.
- g. The parties hereto have required that these Terms and all deeds, documents, or notices relating thereto be drafted in the English language. Les parties aux présentes ont exigé que les présentes Conditions et tout autre contrat, document ou avis afférent ou subordonné aux présentes soient rédigées en langue anglaise.

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