

SALES TERMS AND CONDITIONS

1. Contract Terms. These terms and conditions apply to all goods ordered by you from Arbre Technologies Inc. (“us” “our” or “we”). By ordering any goods from us, you are agreeing to these terms and conditions. These terms and conditions and any documentation you receive from us relating to your order of the goods are the only terms and conditions that apply to your purchase of goods from us; they supersede all provisions contained in any document or other communication issued by you, and they also supersede all other prior oral and written agreements between us. You cannot amend or modify these terms and conditions without our written permission. Any additional or different terms proposed by you are objected to and they will have no force or effect unless accepted by us in writing. For the avoidance of doubt, these terms and conditions are for the sale of goods ordered by you from us, and if you have entered into any separate service agreements with us, the terms of those agreements also apply to you and are not superseded by these terms and conditions.

2. Change Orders. If you give us written notice at least 30 days before a scheduled delivery date, you may: (a) cancel all or part of your order, (b) change the designated carrier, or (c) extend the scheduled delivery date. However, if we have already incurred costs on your order before the change or cancellation, you will be responsible for promptly reimbursing us for those costs. We need to agree to any other changes in writing.

3. Quoted Prices.

(a) Our quoted prices are based on the price for the ordered goods on the day we accept your order.

(b) If you request that an order be expedited and we agree to expedite it, you will be responsible for the increased costs incurred by us in expediting the order.

4. Shipping and Delivery. Unless otherwise agreed upon in writing by us, all goods will be delivered F.O.B. shipping point. Our delivery of the goods will be complete once they are delivered to the F.O.B. shipping point.

5. Title and Risk of Loss. Title and risk of loss and damage to the goods shall pass to you upon delivery to the F.O.B. shipping point.

6. Terms of Payment. Credit approval may be required. We may require cash in advance. If we don't require cash in advance, payment terms are: (a) net 30 days, calculated from the date of invoice; and (b) for any invoice that is not timely

paid, interest will accrue on the unpaid amount of such invoice at 1.5% per month until the invoice is paid.

7. Taxes. Sales, use, excise, property or similar taxes arising out of or relating to your order are not included in the price. You are responsible for paying all taxes arising out of or related to your order.

8. Inspection and Rejection. You have the right to inspect and test all goods before accepting them. However, as long as the delivered quantity is within 5% of the ordered quantity, you cannot reject the goods on the basis of the 5% fluctuation. You will be deemed to have accepted the goods unless you provide us with written notice, within seven days of receiving the goods, of any defects, damages, failure to meet specifications, or of any shortage (outside the above mentioned 5% fluctuation) in the goods delivered. The notice shall be deemed a rejection of the goods and such notice must include an explanation for the rejection and any applicable photographs of the damages or defects to the goods. Failure to give such notice within the prescribed period shall constitute acceptance of the goods. If you reject the goods within the prescribed period, we will have the option, at our discretion, to replace the goods or have you return the goods to us. If we replace the goods, we will be responsible only for providing you with the replacement goods. If we have you return the goods to us, we will pay the shipping costs associated with returning the goods, and we will credit your next purchase in an amount equal to the price paid by you for the rejected goods. All returned goods must be delivered by you to the F.O.B. shipping point to our designated carrier. All replacement goods will be subject to these terms and conditions.

9. Force Majeure. You and us shall be excused from performance and compliance with these terms and conditions if the performance or compliance is prevented by: acts of God, strikes, labor disputes, war, terrorism, civil disorders, vandalism, failures or delays in transportation, acts, orders or regulations of government, judicial action, shortage of labor, fuel, raw materials, machinery, parts or supplies, or any other cause beyond your or our control. However, you will not be excused from your payment obligations for any of the above reasons.

10. Warranties. ALL GOODS ARE SOLD TO YOU AS-IS AND NEITHER US NOR ANY PERSON ON OUR BEHALF HAS MADE OR MAKES ANY EXPRESS, IMPLIED, OR STATUTORY REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF (A) MERCHANTABILITY, (B)

FITNESS FOR A PARTICULAR PURPOSE, OR (C) NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND YOU ACKNOWLEDGE THAT YOU HAVE NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY US OR ANY OTHER PERSON ON OUR BEHALF.

11. Exclusion of Certain Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, WE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OF YOUR REPRESENTATIVES OR ANYONE CLAIMING THROUGH OR AGAINST YOU OR YOUR REPRESENTATIVES FOR SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, DATA OR GOODWILL) ARISING IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE GOODS WE SELL TO YOU, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL THEORY, EVEN IF A PERSON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. Limitation on Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, OUR AGGREGATE LIABILITY TO YOU, YOUR REPRESENTATIVES, AND ANYONE CLAIMING THROUGH OR AGAINST YOU OR YOUR REPRESENTATIVES FOR LIABILITIES, DAMAGES, LOSSES AND EXPENSES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SPECIFIC GOOD THAT GAVE RISE TO THE LIABILITIES, DAMAGES, LOSSES OR EXPENSES.

13. Rights and Reservations. All drawings, designs, schematics, specifications, inventions, concepts, ideas, methods, processes, data, software and all other materials, documentation and information (collectively the "Proprietary Information") that we supply to you and all proprietary rights embodied in the Proprietary Information are reserved and their use is restricted to work performed by us for you. Neither you nor your Representatives may disclose any Proprietary Information unless (a) it is necessary to do so to comply with these terms and conditions, or (b) we provide written consent for you to do so. You must promptly return to us all Proprietary Information upon our demand.

14. Indemnification. You must defend, indemnify and hold us and our Representatives harmless from and against any demand, claim, damage, liability, loss, cost or expense (including interest, penalties, costs of preparation and investigation and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors), whether or not involving a third party claim, directly or indirectly arising out of, resulting from or relating to any of the following: (a) the acts omissions of you or your Representatives with respect to the goods you order, and (b) your breach of these terms and conditions.

15. Termination and Remedies. We may terminate your order if any of the following occurs: (a) you breach these terms and conditions, (b) it becomes reasonably apparent that you will not be able to pay for the goods or comply with these terms and conditions (c) you cease doing business, (d) you voluntarily or involuntarily make an assignment for the benefit of creditors, become insolvent, fail to pay your bills as they are due, you voluntarily or involuntarily file for bankruptcy or similar state proceedings, or (f) if you breach any other agreement between you and us. If we terminate your order, we will have no further obligation to you, except to deliver any goods that you have already paid for. If you breach these terms and conditions or any other agreement between you and us, or if we terminate your order for one of the reasons above, we will have all rights and remedies permitted by law or in equity against you. No matter what, no act or omission by us will constitute a waiver of any of our rights or remedies, our rights and remedies are cumulative, and if we exercise or pursue one right or remedy, that will not be deemed to constitute an election or waiver of the other rights and remedies that we are entitled to. Just to be clear, these terms and conditions, and your obligations under these terms and conditions, survive the expiration or termination of your order.

16. No Setoff. You may not under any circumstances withhold, offset, recoup or debit any amounts owed (or to become due and owing) to us or any of our Representatives, whether under these terms and conditions or otherwise, against any other amount owed (or to become due and owing) to you by us.

17. Assignment. You cannot assign your order or these terms and conditions without our prior written permission, and you must obtain our prior written permission before transferring, selling or changing (in one or a series of related transactions) more than 50% of the ownership interests in you. These terms and conditions shall be binding upon your successors and permitted assigns.

18. Severability. If any provision of these terms and conditions is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these terms and conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify these terms and conditions so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19. Disputes, Choice of Law. Your acceptance of these terms and conditions shall be deemed to have been made in Wisconsin and these terms and conditions, along with your order and any other agreements between us and you will be governed by the laws of the State of Wisconsin, excluding conflict of law principles. Any dispute arising out of these terms and conditions, your order, or the goods we sell to you will be commenced in and will proceed exclusively in the circuit court located in the County of Milwaukee, Wisconsin or in the district court located in the Eastern District of Wisconsin.

20. Waiver of Jury Trial. ANY DISPUTE WHICH MAY ARISE UNDER THESE TERMS AND CONDITIONS, YOUR ORDER, OR THE GOODS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH YOU AND US IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT YOU AND US MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, YOUR ORDER, OR THE GOODS.

21. Notices. All notices given in accordance with these terms and conditions must be in writing. If notices are to be given to us, notices sent in accordance with this Section will be deemed

effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; and (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours.

Arbre Technologies Inc.
PO Box 622
Stevens Point, WI 54481
E-mail: matt@arbrectech.com
Attention: Matthieu Vollmer

22. Electronic Signatures. You agree that you consent to transact business using electronic communications, to receive notices and disclosures electronically, and to use electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent to transact business electronically at any time. Documents between you and us may be electronically signed, and you agree that the electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

23. Definitions. Capitalized terms used in these terms and conditions have the meanings set forth in this Section. Other defined terms have the meanings given to them in the text.

(a) "Person" means any individual, partnership, joint venture, corporation, limited liability company, bank, business trust, joint stock company, trust, unincorporated organization, governmental authority or other entity of whatever nature.

(b) "Representatives" means a party's affiliates, and the officers, directors, shareholders, members, managers, employees, agents, successors and assigns of the party and that party's affiliates.