

CONCEPT NUMÉRIQUE INC.

GENERAL TERMS AND CONDITIONS OF SALE

OVERVIEW

The present general sales conditions (GTCS) are applicable to all sales made by CONCEPT NUMÉRIQUE INC. unless otherwise specified by contractual provisions or by specific written sales conditions amending or completing them. These terms and conditions take precedence over all other provisions on the Buyer's documents, except with the written agreement of an authorized representative of CONCEPT NUMÉRIQUE INC.

The fact that a provision of the GTCS is not invoked at a given time does not imply a waiver on the part of CONCEPT NUMÉRIQUE INC. nor does it constitute a waiver of its right to be invoked at a later date.

Price

The products are invoiced based on the price, excluding sales taxes, agreed upon at the time of Order and accepted by CONCEPT NUMÉRIQUE INC. (the "Order").

Unless otherwise stated, all prices are in Canadian currency (CAD).

Any price change resulting from legal or regulatory modifications (taxes of any kind, environmental fees, customs duties, changes in transportation rates, etc.) is immediately reflected on the invoice if it occurs before the delivery of the products to the Buyer.

Until the Buyer places an Order, CONCEPT NUMÉRIQUE INC. reserves the right to modify its products, their prices as well as their availability at its sole discretion and without notice.

A surcharge will be applied for Orders which do not meet the minimum quantities as defined in the special conditions, and according to the region of delivery.

Order

By placing an Order, the Buyer accepts the present general conditions of sale without reservation.

As soon as CONCEPT NUMÉRIQUE INC. accepts the Order, it is either:

- sent to production for 4 to 6 business weeks; or
- packed for delivery to the Buyer if stocks allow.

The delivery time is subject to change depending on the country and carrier. The estimated delivery time is confirmed by CONCEPT NUMÉRIQUE INC. within 5 days following the acceptance of the Order.

DIGITAL CONCEPT INC. reserves the right to invoice, in addition to the price of the products, the costs of returning the products and the costs incurred representing a minimum amount of 25 % of the Order, without prejudice to its other rights and recourses.

Delivery - Risk Transfer - Quantity

Risk transfer from CONCEPT NUMÉRIQUE INC. to the Buyer takes place at the point of delivery. By default, the products move and are transported at the expense and risk of the Buyer from the loading site.

The unloading of the products is the sole responsibility of the Buyer, even when the carrier is involved.

The load weights are proof of the quantities delivered unless proven otherwise by the Buyer. Quantities and unit rates are indicated on the invoices provided by CONCEPT NUMÉRIQUE INC.: The Buyer recognizes as valid the numbers and weights of the packages indicated on the delivery note.

Payment terms

Invoices are payable within 30 days of issuance.

Payments must be made by direct debit, ACH transfer or check.

Before proceeding with an Order, CONCEPT NUMÉRIQUE INC. reserves the right at any time to request the full payment of the sums owed by the Buyer.

Each invoice, whether sent by mail or by any other means, including electronic, will remind the Buyer that the payment must reach CONCEPT NUMÉRIQUE INC. on the due date agreed upon between the parties and specified on the invoice.

Any payment which is not made by the due date will result in:

- the right to suspend or cancel all deliveries to the Buyer under any Order;
- the right to request immediate payment of all sums whether or not due, without formality;
- the right to apply, without the need for a reminder, a late payment penalty payable on the day following the payment date shown on the invoice, calculated on the basis of an interest rate of 2% per month, i.e., 24% per year.

CONCEPT NUMÉRIQUE INC. reserves the right to claim a supplementary compensation for all other expenses induced by the delay of payment in addition to the aforementioned lump sum, notably all judicial and extrajudicial expenses incurred in case of recourse in collection.

DIGITAL CONCEPT INC. can cancel, partially or totally, an Order with immediate effect and without compensation in case of failure of the Buyer to comply with the GTCS or any other terms set between the parties. Should CONCEPT NUMÉRIQUE INC. cancel in parts or in whole an Order because of a Buyer's default, including default to take receipt and possession of the Order, CONCEPT NUMÉRIQUE INC. will seek compensation from the Buyer for all losses and damages incurred by CONCEPT NUMÉRIQUE INC., including the cost of delivery and return of

the Order. Furthermore, all unpaid invoices will immediately become due and payable in full and CONCEPT NUMÉRIQUE INC. will be able to stop delivering the products until the Buyer has settled these invoices in full.

Title Retention

All our sales are concluded UNDER RETENTION OF TITLE. As a result:

1. The transfer to the Buyer of the property of the sold products is subordinated to the integral payment of the price, principal and ancillary, regardless of the method and terms of payment used. Partial payment does not constitute either novation of, or derogation from this title retention clause.
2. Upon transfer of risk to Buyer, Buyer shall bear all applicable risks, including the burden of insurance against all risks of loss, damage or liability caused or suffered by such products.
3. CONCEPT NUMÉRIQUE INC. reserves the right to claim the property of the products as long as the payment has not been fully made, even in case of receivership or liquidation by the court. The products are always taken back at the expense of the Buyer.
4. If the Buyer has filed for bankruptcy, is in the process of winding up its affairs, has ceased to do business, is subject to a court order or a preventive legal settlement mechanism, or if its commercial activities have been suspended, or is facing any similar situation, CONCEPT NUMÉRIQUE INC. can, at its discretion, cancel any Order, without prejudice to any of its other rights and recourses.

This Retention of Title clause takes precedence over any other provision to the contrary.

Intellectual Property

The Buyer cannot use for its own benefit any trademark, trade name, patent, design, copyright or any other intellectual property right belonging to CONCEPT NUMÉRIQUE INC., its brands or its affiliated companies, without the prior written consent of CONCEPT NUMÉRIQUE INC. or a license from the latter allowing it.

The confidential information transmitted by CONCEPT NUMÉRIQUE INC. for the purposes of the Order cannot be used by the Buyer in any other way than those related to the Order.

Liability

Any loss or damage affecting the products or any property of CONCEPT NUMÉRIQUE INC., or to a third party, occurring before, during or after the loading or unloading operations, caused by the Buyer or by any person acting on the Buyer's behalf, shall be at the expense of the Buyer.

The products delivered by CONCEPT NUMÉRIQUE INC. comply with existing regulations and with CONCEPT NUMÉRIQUE INC. specifications. The Buyer is the only one responsible for their reception, storage and use in conditions that comply with the regulations.

No claim, request or dispute concerning the compliance of the delivered products compared to the specifications of CONCEPT NUMÉRIQUE INC. will be recognized after verification and acceptance of the products, without reservation, expressed on the delivery slip.

If the products delivered by CONCEPT NUMÉRIQUE INC. do not comply with existing regulations or with the specifications of CONCEPT NUMÉRIQUE INC. as mentioned in the previous paragraph, CONCEPT NUMÉRIQUE INC. can, at its sole discretion, and at no cost to the Buyer, choose to:

- (i) replace non-compliant products;
- (ii) replace non-compliant products with equivalent products that meet specifications; or
- (iii) take back non-compliant products and cancel the Order in whole or in part.

No return of products nor cancellation or modification of an Order is permitted unless authorized in writing by CONCEPT NUMÉRIQUE INC.

LIMITATIONS OF LIABILITY

The liability of DIGITAL CONCEPT INC. towards the Buyer and third parties with regard to the Order, the products of DIGITAL CONCEPT INC. and the relationship between the parties cannot exceed under any circumstances the amount duly paid by the Buyer to DIGITAL CONCEPT INC. for an Order under these GTCS.

This limitation of liability shall apply regardless of the nature of the cause of action, claim or demand. DIGITAL CONCEPT INC. cannot be held responsible to the Buyer or a third party for any loss of profit or any indirect, accessory, consequential, special or punitive damage resulting, directly or indirectly, from the Order, the products or the relationship between the parties.

The Buyer must hold DIGITAL CONCEPT INC. harmless from all damages, losses, costs and claims (including legal fees and litigation costs) that DIGITAL CONCEPT INC. could suffer or incur because of a non-compliant use of DIGITAL CONCEPT INC. products by the Buyer (or the Buyer's clients).

EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, CONCEPT NUMÉRIQUE INC. MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES RELATING TO THE PRODUCTS' MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE.

FORCE MAJEURE:

Neither party shall be liable to the other party for any failure, delay or omission in the performance of any Order, in whole or in part, provided such failure originated or resulted from an event beyond the reasonable control of the defaulting party.

In any case, force majeure cannot be invoked for late or non-payment.

Should an event beyond the reasonable control of CONCEPT NUMÉRIQUE INC. limit its capacity to:

- (i) obtain supply of raw materials or products from suppliers of CONCEPT NUMÉRIQUE INC. or

(ii) the transportation of raw materials or products, preventing CONCEPT NUMÉRIQUE INC. from delivering the products in accordance with the Order, CONCEPT NUMÉRIQUE INC. may suspend all or part of the Order during the time it is prevented.

Applicable law - Jurisdiction

The law applicable to the relationship between CONCEPT NUMÉRIQUE INC. and the Buyer is the law in effect in the province of Québec. ANY DISPUTE OR LITIGATION THAT MAY ARISE BETWEEN THE BUYER AND CONCEPT NUMÉRIQUE INC. SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF QUÉBEC, EVEN IN THE EVENT OF A WARRANTY CLAIM OR MULTIPLE DEFENDANTS.