



332 Industrial Avenue
 Truro NS B2N 6V7
 CANADA
 Phone: 9028960041

City of Saint John - US Dollar

P.O. Box/C.P. 1971
 Saint John NB E2L 4L1
 CANADA
 Pierre Leblanc
 (506) 658-4415

SHIP TO

City of Saint John - US Dollar Saint John 2

700 Woodward Ave.
 Saint John NB E2K 5T8
 CANADA

SALES QUOTATION

| | | |
|--|---|--------------------|
| Document Number 11053 | Document Date December 10, 2024 | Page 1/3 |
| Customer Reference | | |
| Your Contact Ed Hencher ed@flowstarind.ca Truro Office: 9028960041 | | |
| Account Sales Rep Ryan McCashion | Incoterms: FCA Truro, NS | |

| Line | Item Code | Description | Quantity | UoM | Unit Price | Extended Price |
|------|---|--------------------------------|----------|-----|----------------|----------------|
| 1 | 12HXB-8 STAGE-200HP | Peerless Submersible Well Pump | 1.00 | EA | USD 222,957.38 | USD 222,957.38 |
| | 8 Stage 200 HP 575/3/60 1800rpm Submersible motor Class 1 Coating (NSF) add 155' Power cable 6 x 20' column Pump shipped Disassembled Equal to Existing pump with serial #9927122708 Delivery: TBA - I estimate 12-14 weeks but the CLASS 1 NSF coating might push that out. | | | | | |

Terms & Conditions

Prices are in Canadian Funds unless otherwise stated
 Taxes, Freight & Sundries Extra
 Flowstar Terms and Conditions Apply (unless otherwise stated on this document)
 Validity 15 days, Subject to prior sale
 GST #869264192

| | |
|---------------------------|----------------|
| Total of Goods | USD 222,957.38 |
| Tax Amount | USD 33,443.61 |
| Total Quote Amount | USD 256,400.99 |

Payments received via credit card will have an additional 4% convenience fee added

Payment Terms: N30

TERMS & CONDITIONS

1. **DEFINITIONS:** The following defined terms mean:

"Company" means Flowstar Industrial ULC., d.b.a. Flowstar.

"Purchaser" means party named on the order confirmation as the purchaser of the Goods or Services.

"Agreement" means the order confirmation, together with all documents, drawings and specifications referred to therein, including these Terms and Conditions.

"Equipment" means all supplies, goods, materials, equipment, components and spares required to be supplied by the Company in accordance to the Agreement.

"Services" means all labour, supervision, administration, supplies, tools, equipment and other work and materials to be supplied, installed performed or otherwise used by the Company as required by the Agreement.

"Substantial Completion" means that a substantial part of the work is ready for use or is being used for the purpose intended.

"Completion" means

a) in relation to Services, that the Services have been fully performed and completed; and

b) in relation to Equipment, the Equipment has been fully completed, supplied and delivered, each in accordance with the Agreement.

2. **EFFECT:** These terms and conditions form part of every Agreement entered into by the Company with a Purchaser. If the Purchaser authorizes the Company to supply Services or Equipment, then these terms and conditions shall apply, unless an authorized representative of the Company agrees in writing to different terms and conditions. Any variation will affect only those terms and conditions specified, and the remainder will remain in force without amendment. Company's acknowledgement of Purchaser's purchase order shall not constitute acceptance of any terms and conditions therein regardless of how such terms and conditions may be prefaced or described.

3. **LAW:** The contract between the Company and the Purchaser shall be construed under and governed by the laws of the Province of British Columbia and Canada, regardless of where the contract is made or performed. Subject to paragraph 18, the courts of the Province of British Columbia shall have exclusive jurisdiction over any dispute arising from or regarding this Agreement. Compliance with local laws or standards relating to the location, use or operation of the Equipment, by itself or in conjunction with other equipment, and including any fines or penalties, shall be the sole responsibility of the Purchaser.

4. **TITLE AND RISK:** Title and risk of loss of or damage to the Equipment shall pass to the Purchaser when the Equipment is shipped, whether from the manufacturing facility or the Company's premises. The Purchaser agrees to insure the Equipment with the Company named as loss payee until the Company has been paid in full.

5. **CREDIT AND PAYMENT TERMS:** The Purchaser shall furnish to Company all financial information reasonably requested by Company from time to time for the purpose of establishing or continuing Purchaser's credit limit. The Purchaser agrees that the Company shall have the right to decline to extend credit to Purchaser and to require that the applicable purchase price be paid prior to shipment. The Purchaser shall promptly notify the Company of all changes to the Purchaser's name, address, or the sale of substantially all of its assets. The Company shall have the right from time to time, without notice, to change or revoke the Purchaser's credit limit on the basis of changes in the Company's credit policies or the Purchaser's financial conditions and/or payment record. Unless the Company has made a contrary agreement in writing, payment for the Services and Equipment is due within 30 days following the earliest of:

a) Shipment or offer to ship the Equipment to the Purchaser;

b) Substantial Completion of the Services;

c) The date of the Company's invoice to the Purchaser.

Overdue amounts will bear interest at 2% per month, compounded monthly (26.82% per annum) until paid. Payment is due without set off or counter-claims for any amounts claimed by the Purchaser or any affiliate of the Purchaser from the Company, whether or not such claim arises out of this agreement.

Company shall issue its invoice upon shipment or upon readiness to ship, whichever is earlier. Depending on the value of the order, the Company may at its sole discretion require progress payments.

6. **SECURITY INTEREST:** The Company retains a security interest in the Equipment, and any proceeds derived from the sale or exchange of the Equipment, until the price has been paid in full. The Purchaser agrees to notify the Company immediately of any change in the location of the Equipment, and to take all steps requested by the Company to establish, perfect, continue, and enforce the security interest. The Purchaser waives the right to receive copies of any financing statement, financing change statement, or verification statement.

7. **DELIVERY:** Any delivery date specified is an estimate only, and subject to delay caused by labour disputes, shortages of material, transportation or manufacturing delays, inclement weather or other cause beyond the reasonable control of the Company. The Company will take commercially reasonable steps to meet any delivery date specified, but will not be liable for the consequences of delay in delivery.

8. **TAXES AND DUTIES:** The price does not include any present or future federal, provincial, state or local licenses, permits, sales taxes or assessments which may be applicable to or result from the sale of Equipment or Services. Unless otherwise stated, the price does include customs or import duties. Tax exemptions must be clearly noted on Purchaser purchase orders or the appropriate documentation must be presented to Company.

9. **PRICES:** Unless specified on the quote, prices are guaranteed for 30 days from date of quote.

10. **CANCELLATION POLICY:** Order cancellation requires written consent from Company. Cancellation of standard product normally stocked and without modification will incur a 25% cancellation charge. Nonstandard or modified product cannot be cancelled without written consent. The Purchaser will agree to pay for all cancellation costs, expenses, commitments, liabilities, and other costs including overhead incurred with respect to all uncompleted goods.

11. **RETURNS:** The Purchaser shall not return any Equipment to the Company without prior written authorization. Any authorized returns will be subject to a minimum 20% re-stocking charge. Returns must be prepaid, unopened, unused and ready for resale. Product shall be deemed suitable and not returnable after 60 days from delivery date.

12. **WARRANTY:** The Company warrants that the Equipment and Services will be free of defects in material and workmanship for a period of twelve months from the date the Purchaser begins to operate the Equipment, or eighteen months from the date of shipment to the Purchaser, whichever shall first occur. The Company may, at its option, repair or replace the Equipment and Services. Subject to the limitations of liability and remedies set out in Section 12, the Seller warrants its Product(s) and/or Services as follows: Re-Sale Products: The product(s) manufactured by any third party (including the Seller's principals and their affiliated companies) provided by the Seller to the Buyer as the manufacturer's distributor shall be subject to the manufacturer's standard warranty. The Buyer agrees that the Seller shall have no liability for correcting any defect in the materials and workmanship in any re-sale Product(s) and that the Seller's only obligation is to make a reasonable commercial effort to assist the Buyer in making a warranty claim as against the manufacturer's standard warranty. Services: Any Services supplied by the Seller, including component integration, device configuration and the repair of Product(s) are warranted against defects in workmanship for a period of the earlier of ninety (90) days from the date of the installation of the Product(s) or one hundred and twenty (120) days from the date of the delivery of the product(s) to the Buyer. Any interpretative services provided by the Seller are not warranted either as to the accuracy or correctness of any such interpretations or any recommendations made by the Seller based upon these interpretations.

This warranty specifically excludes:

a) any claim where the Purchaser has not stored, installed, maintained or operated the Equipment in accordance with the manufacturer's specifications or instructions;

b) the cost of any repairs, replacements, or adjustments (including labour) to the Equipment performed by the Purchaser or others;

c) the effects of corrosion, erosion, or normal wear and tear;

d) any claim which the Purchaser has not immediately reported, in writing, to the Company;

e) any claim where the Purchaser has not complied with specific recommendations of the Company or the manufacturer of the Equipment;

f) any warranty with respect to the performance of the Equipment, unless given by the Company in writing, and in that event, the Company's sole obligation shall be as specified in this paragraph 12, as limited by paragraph 13.

13. **LIMITATION OF LIABILITY:** The warranty given in paragraph 12 excludes all other warranties, whether express, implied, contractual, statutory or otherwise. All implied warranties, including any warranty of merchantability or fitness for a particular purpose, are hereby disclaimed. The Company makes no other warranty or representation of any kind whatsoever, except as to title to the Equipment.

The maximum liability of the Company with respect to this contract, the Equipment and the Services, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the price of the Equipment or Services upon which such liability is based.

The Company shall in no event be liable to the Purchaser for any consequential, incidental, indirect, special or punitive damages arising out of this contract, any breach thereof, any defect in, failure or malfunction of the Equipment and Services, whether based upon lost goodwill, lost profits or revenue, interest, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation of the Equipment, loss of use of electrical



SALES QUOTATION

| Document Number | Document Date | Page |
|-----------------|-------------------|------|
| 11053 | December 10, 2024 | 3/3 |

systems, cost of purchase of replacement power, claims of the Purchaser or customers of the Purchaser for service interruption, or otherwise, and whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

14. SURVIVAL OF AGREEMENT: The effect of these terms and conditions shall survive the delivery and completion of the purchase contemplated by this agreement.

15. SEVERABILITY: If any provision in these terms and conditions is held by a court of competent jurisdiction to be contrary to law, the remaining provisions will remain in full force and effect.

16. FORCE MAJEURE: Neither Purchaser nor Company shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other Party which could not reasonably have been anticipated or prevented. Force Majeure shall include, but not be limited to, unusually severe weather, floods, power outages, epidemics, war, acts of terrorism, riots, strikes, lockouts, exercise of police power, condemnation, or eminent domain. The foregoing shall not give rise to any claims or damages or be considered a waiver by either Party of the obligations of this Agreement .

17. NO WAIVER: Failure of the Company to enforce these terms and conditions, on any occasion, shall not operate as a waiver of such provisions or rights on future occasions.

18. ARBITRATION: Any dispute between the Company and the Purchaser concerning the purchase of Services or Equipment, or these terms and conditions, shall be resolved by a single arbitrator appointed and acting under the Arbitration Act ; the arbitrator's decision shall be final and binding upon the parties. The arbitration shall be held in Vancouver, British Columbia.

19. ENTIRE AGREEMENT: These terms and conditions and the Company's order confirmation contain the entire agreement between the parties, and supersede all prior contracts or negotiations. There are no representations, warranties, conditions, collateral agreements, understandings, or inducements which are not contained in these terms and conditions, or the order confirmation.

20. ASSIGNMENT: Neither party shall assign its interest in this contract without the written consent of the Company.

21. GENERAL: These terms and conditions are the official terms and conditions for sale between the Company and Purchaser and may be amended from time to time without notice at Company's sole discretion .