

These Standard Sales Terms and Conditions (“SSTC”) apply to all purchases by a Customer (as defined below)(whether from LeddarTech or from LeddarTech approved channel partners, distributors, resellers or other third party sales agents; collectively, “Partners” and individually a “Partner”) of LeddarTech’s products (“Products”), unless Customer has a separate written agreement with LeddarTech that expressly applies to Customer’s purchase of such Products in which cases such agreement will have precedence. Depending on the Products purchased, other specific terms and conditions (“STC”) may apply. These Standard Sales Terms and Conditions and, where applicable, any STC that are incorporated hereto by reference, constitute the entire agreement between Customer and LeddarTech (the “Agreement”). “Customer” means the entity that places an order for Products with LeddarTech or a Partner. The Agreement will not be altered, supplemented, or amended by the provision of any other document(s) by Customer unless otherwise agreed to in a duly signed writing by both Customer and LeddarTech. By ordering, accepting delivery, keeping, or using the Products, Customer is deemed to have accepted this Agreement.

1. All Customer purchase orders (“PO”) are subject to written acceptance by LeddarTech by the issuance of a Sales Order Acknowledgement, whether the PO is placed directly with LeddarTech or a Partner.
2. Payments are due net 30 calendar days from the date of the invoice for established accounts and accounts which have obtained credit approval, as determined in LeddarTech’s sole discretion. Payment for all other accounts is due prior to shipment of any Products. Customer may not exercise any right of set off.
3. The reception by LeddarTech of payment for the Products is required at the latest four (4) business days before the scheduled shipping date mentioned in the Sales Order Acknowledgement. In the event that such payment is not received within the required timeframe, any scheduled shipping will be delayed for a minimum period of five (5) business days after the actual reception by LeddarTech of the payment. This provision does not apply to a Customer who benefits from other terms of payment pursuant to Section 2 above.
4. Invoices will be in USD currency. Invoices are payable to LeddarTech or the Partner, as indicated thereon. Payments must be made following the instructions and in the currency indicated on the invoice. Overdue payments are subject to a late payment charge, calculated and compounded monthly, and calculated at an annual rate of twenty-four (24%). If the amount of the late payment charge exceeds the maximum permitted by law, the charge will be reduced to that maximum amount.
5. LeddarTech may change the prices for the Products (the “Prices”) in its sole discretion, but Prices confirmed by LeddarTech in a quote will remain valid for the duration set out therein, and no such change shall affect the Prices in force at the time of issuance of a Customer PO.
6. Sales, use, excise or similar taxes are not included in the Prices. Consequently, these taxes will be added to the Prices as applicable.
7. Customer’s PO must be placed to LeddarTech or a Partner in writing (e-mail, fax or letter) in English or in French (only in French-speaking countries and the province of Quebec). LeddarTech shall send an acknowledgement (a “Sales Order Acknowledgement”) within five (5) business days from the date the PO is received by LeddarTech or Partner.
8. If Customer has not, at the latest four (4) business days before the scheduled shipping date mentioned in the Sales Order Acknowledgement, provided LeddarTech with all information required on the PO for LeddarTech to process Customer’s order, in the reasonable judgment of LeddarTech, LeddarTech, at its sole discretion, reserves the right to reschedule, as a whole or in part, any delivery.
9. The deliveries of Products will be EXW, LeddarTech’s shipping point (Incoterms 2010).
10. LeddarTech shall have the sole discretion with respect to mode of transportation routing and any other matters related to transportation of Products, unless other instructions are provided by Customer to LeddarTech at the latest four (4) business days before the scheduled shipping date mentioned in the Sales Order Acknowledgement. All costs incurred by LeddarTech associated with the transportation of Products to Customer, including the custom brokerage fees and custom duties, will be invoiced to Customer by LeddarTech.
11. A Customer PO is non-cancelable and considered final. All requests to reschedule and cancel a PO are subject to written acceptance by LeddarTech. LeddarTech reserves the right to apply cancellation or restocking charges for any shipment delayed at the request of Customer.
12. LeddarTech will make every reasonable effort to meet Customer’s delivery requirements, but will not be liable for any failure to meet any scheduled delivery and shipping dates set out in any Sales Order Acknowledgement, which dates are only estimated and not guaranteed. LeddarTech may make partial deliveries as required.
13. Title to the Products shall pass to Customer upon full payment of the Price for each Product, and LeddarTech maintains the right to reclaim any Product which is not paid in accordance with this Agreement. Risk passes to Customer upon delivery.
14. The terms of the warranty applicable to the Products are specified on the warranty coverage leaflet included in each box (the “Warranty”). LeddarTech does not warrant that its Products meet the requirements of a particular standard unless explicitly designed as such.

15. LeddarTech does not control the installation and use of its Products, and shall have no liability if a Product is used for an application for which it is not suited. LeddarTech's Products are not recommended or authorized for safety, life support, medical applications, applications involving hazardous corrosive or radioactive substances, or for any use or application in which the failure of a component could cause personal injury, loss of life or substantial harm to the environment or property. Where LeddarTech specifically promotes Products as facilitating functional safety or as compliant to functional safety standards, such Products are intended to help enable customers to design and create their own applications that meet applicable functional safety standards and requirements. Using Products in an application does not by itself establish any safety features in the application. Customers must ensure compliance with safety related requirements and standards applicable to their applications. If Customer uses or sells the Products for use in any such applications or without having ensured such compliance: (1) Customer acknowledges that such use or sale is at Customer's sole risk; (2) Customer agrees that LeddarTech is not liable, in whole or in part, for any claim or damage arising from such use or sale; and (3) Customer agrees to indemnify, defend and hold LeddarTech harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.
16. LeddarTech may expressly designate certain Products as completing a particular qualification (e.g. AEC-Q100). Customer agrees that it has the necessary expertise to select the Product with the appropriate qualification designation for its applications and that proper product selection is at Customer's own risk. Customer is solely responsible for compliance with all legal and regulatory requirements in connection with such selection.
17. If the Product is indicated as being an evaluation kit, such Product is provided by LeddarTech with the sole purpose of feasibility evaluation, experimentation or scientific analysis of the LeddarTech Products and is not intended for commercial use. Evaluation kits are not finished products and, as such, shall not be directly or indirectly assembled as a part or subassembly in any finished product or production system.
18. LeddarTech has made every effort to ensure that the information contained in the documentation accompanying its Products, including without limitation its specification sheet, is accurate. However, LeddarTech will not be liable for any errors or omissions therein, and reserves the right to modify the design and characteristics of Products at any time without notice. For the most recent version of any Product documentation, please visit the LeddarTech website at [www.leddartech.com](http://www.leddartech.com). In case of discrepancy, the web version takes precedence over any printed literature.
19. Any technical advice furnished by LeddarTech with reference to the use of its products is given without assumption by LeddarTech of any liability and LeddarTech assumes no obligation or liability for the advice given or results obtained. ANY TECHNICAL ADVICE FURNISHED BY LEDDARTECH SHALL NOT CONSTITUTE A REPRESENTATION, WARRANTY, GUARANTEE OR ASSURANCE, WHICH IS EXPRESSLY DISCLAIMED, ALL SUCH ADVICE BEING GIVEN AND ACCEPTED AT CUSTOMER'S RISK.
20. ANY LIABILITY OF LEDDARTECH FOR ANY LOSS, DAMAGE, OR COST UNDER THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER AND IN NO EVENT SHALL THE AGGREGATE LIABILITY OF LEDDARTECH HEREUNDER EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO LEDDARTECH HEREUNDER FOR THE PRODUCTS PURCHASED HAVING CAUSED SUCH DIRECT DAMAGES. To the maximum extent permitted by the applicable law, in no event shall LeddarTech be liable for any special, indirect, incidental or consequential damages, under any legal doctrine. This shall include loss of data, loss of use and/or profits, business interruption or downtime costs, capital costs or claim of third parties, whether caused by defects, performances, non-performances, delays, personal injuries, property damages or otherwise, regardless whether LeddarTech has been advised of the possibility of such damages and whether the stated remedies have failed of their essential purpose.
21. All software embodied in or used in connection with the Products ("Software") is provided to the Customer subject to the terms and conditions of the End-User License Agreement to which Customer must agree to be bound that is part of the installation of the said software (the "End-User License Agreement"). Warranties, if any, for the software are contained in the End-User License Agreement.
22. All information (whether written, visual, oral or stored in any computer or other electronic magnetic or optical storage system) relating to the operation and activities of LeddarTech, and all technical information related to the Products and Software shall be deemed "Confidential Information". The term "Confidential Information" shall not include such portions of the Confidential Information which (i) are rightfully in Customer's possession before receipt from LeddarTech; (ii) are or become a matter of public knowledge other than as a result of disclosure hereunder; (iii) are rightfully received by Customer from a third party who has no duty of confidentiality; or (iv) are independently developed by Customer without use of LeddarTech's Confidential Information. Customer agrees not to disclose, use, communicate, reveal nor make available to any person whomsoever in any manner whatsoever, any Confidential Information other than for performing its obligations or exercising its rights under this Agreement. Furthermore, Customer shall only furnish and provide access to Confidential Information to those of its employees who need to know the Confidential Information for performing Customer's obligations or exercising Customer's rights under this Agreement and who agree to receive the Confidential Information under terms

- at least as restrictive as those specified in this Agreement. Customer shall be responsible for the use of the Confidential Information by its employees.
23. Customer may not assign or transfer the rights or obligations of this Agreement without the prior express written consent of LeddarTech. Any attempted assignment without such consent shall be void and without effect.
  24. LeddarTech Products may be subject to export restrictions. Customer undertakes to comply with all applicable international and national laws, including the U.S. Export Administration Regulations, as well as the end-user and destination restrictions issued by the governments of the EU, U.S., Canada, and other countries. As such, if requested by an Export Control Administration, Customer will promptly provide to LeddarTech a statement certifying the name and address of any end-user, the final destination and the end-use of the Products. Customer agrees that neither it nor its subsidiaries or affiliates will directly or indirectly export, re-export, transfer, release or cause to be exported or re-exported (herein referred to as “Export”) any Product to any destination or entity prohibited or restricted under EU, U.S., Canadian or other laws including but not limited to embargoed or sanctioned countries, entities or nationals thereof, unless it shall prior to export, obtain an authorization from the applicable government agency either in writing or as provided by applicable regulation. Customer also agrees to comply with all trade laws applicable in other country jurisdictions as they pertain to import, use, export or distribute the Products.
  25. These SSTC and where applicable, the End-User License Agreement and any STC constitute the entire agreement between the parties with respect to the subject matter of this Agreement. All Sections that by their sense and context are intended to survive the execution, delivery and performance of this Agreement, will survive and continue in effect.
  26. Force Majeure. Neither party will have any liability for a failure in the performance of its obligations under this Agreement resulting from any Act of God, fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, nature or the public enemy or any other causes not foreseeable or beyond the control of the party whose performance must be suspended or excused.
  27. Governing Law; Jurisdiction. This Agreement shall be interpreted and governed in accordance with the laws of the province of Quebec, Canada, and the laws of Canada applicable therein, without regard to its rules of conflict of laws. The parties agree that the Courts having jurisdiction in the judicial district of Quebec (Province of Québec) shall have exclusive jurisdiction to hear any litigation resulting from the interpretation, application or execution of this Agreement.