

GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (the « **Terms and Conditions** ») are binding on any person (the « **Client** ») to whom Dubois Agrinovation Inc., having its head office at 478 Notre-Dame Street, P.O. Box 3550, Saint-Rémi, Québec J0L 2L0, Canada, or one of the following affiliates (hereinafter « **Dubois** ») (Dubois and the Client being respectively jointly referred to as the « **Parties** » or individually a « **Party** »), sells its products (the « **Products** ») and/or services (the « **Services** »).

I. ACCEPTANCE

1. The Client is deemed to have accepted the application of these Terms and Conditions for any purchase of Products or Services made by the Client from Dubois, from the date on which said Client receives a copy of this document. These Terms and Conditions shall remain in force as long as the Client purchases Products and Services from Dubois and may be amended from time to time by Dubois pursuant to paragraph 2 below.
2. Any change to the Terms and Conditions shall be valid only if it is accepted beforehand in writing by a duly authorized Dubois representative.

II. SELLING PRICE

3. The selling price of a Product or Service shall be that, as the case may be, which is posted on the Dubois Website or in its price list or supplied to the Client by a Dubois representative. Dubois may modify the selling price at any time at its entire discretion by sending a written notice to that effect to the Client before the delivery of the Product or Service in question. The selling price does not include delivery fees or taxes.
4. Unless specified otherwise, the selling price is in Canadian currency.

III. DELIVERY

5. All orders of Products purchased by the Client under these Terms and Conditions are delivered by Dubois or by a carrier, from its business address located at Saint-Rémi, province of Québec, to the Client or to any other location agreed on by the Parties in a prior written agreement and unless specified otherwise, and all delivery expenses and insurance are paid by the Client. The Client shall, in addition,

pay all expenses resulting from his non-availability to receive the Products at the time agreed to with Dubois or the carrier. The Client is responsible to indicate on the purchase order if a Product was received damaged or is missing. If the delivery does not require the signed acceptance of the Client, the Client must take photographs of any damaged or missing Product and sent a notice to Dubois within five (5) business days of the delivery.

IV. INVOICING AND PAYMENT

6. Dubois shall forward an invoice to the Client with the delivery of the Products or the Services. The Client shall have a period of five (5) days from the receipt of the order to inspect the Products and Services and report to Dubois any error or omission in the order or invoice, failing which the Client shall be deemed to have received and accepted the Products and Services in compliance with the order made by said Client, who shall be deemed to have agreed to pay the amounts specified on the invoice. The complete purchase price of the Products and Services is payable to Dubois before delivery or on receipt of the invoice, unless a prior agreement is reached with Dubois which provides for other conditions of payment. Any unpaid balance when due shall bear interest at a rate of 1.5% per month or 18% annually.

7. For any personalized order of a Product which Dubois does not have in its inventory (« **Special Order** »), the complete non-refundable selling price (100%) shall be payable at the time when the Client places said order. If the Client has a term payment agreement « **Net 30 Days** » a non-

refundable deposit of fifty percent (50%) of the purchase price shall be payable when the Client places said order, and the balance of the purchase price shall be payable pursuant to article 6.

V. RETURNS

8. If the Client advises Dubois of anything which is non-compliant within five (5) business days, Dubois may at its choice, repossess or replace the non-compliant Product or Service or give the Client a credit. The replacement value or the credit granted cannot exceed the purchase price of the non-compliant Product or Service.
9. If a Client intends to return a Product, it shall notify Dubois within a maximum time limit of thirty (30) days from its receipt, specifying the reason for returning it, and in such case Dubois may authorize the return of the Product at its sole discretion. The Product must be intact, unaltered and in its original packaging. In such case, Dubois may issue a return authorization number. All expenses and risks of a return are assumed by the Client. The initial delivery expenses are non-refundable. The invoice and return authorization number must be included with the Product. Dubois shall examine any returned Product. If the return is accepted, the Client will be entitled to the reimbursement of the purchase price paid. Expenses may apply to the return of an oversized Product or Products in large quantity. The amount of such expenses shall be specified with the return authorization number. No return shall be accepted thirty (30) days after the initial receipt of the Product.
10. Under no circumstances will a Product be replaced or a Service corrected and

no reimbursement will be accepted if the Product or Service was altered, modified or transformed since the date of the delivery of the Product or Service.

VI. TRANSFER OR RISK AND RESERVED OWNERSHIP

11. The Client is responsible for all risks of loss, whether partial or total, of the Product from the time of receipt of the order. Any loss of or damage to the Product does not release or reduce the Client's obligation to pay the purchase price.
12. Dubois shall hereby remain the owner of the Product until a complete and total payment of the amounts owed are paid, including applicable taxes and interest. This property reserve applies, whether or not it is mentioned on any order form, invoice or delivery slip.

VII. WARRANTY AND LIMITED LIABILITY

13. The Products are sold with the manufacturer warranty and Dubois provides no other warranty.
14. Dubois' liability in connection with the stipulated warranty may not, in any case, exceed: (i) the selling price of the Product or (ii) the price of the component, which is being claimed, according to the lesser of these possibilities. When Dubois supplies a Service, its liability may not in any case exceed the price paid by the Client to Dubois for the Service rendered.
15. Dubois does not make any representation or give any implied or explicit warranty, including, without any restriction, the appropriateness of the Product for a specific use or the results of said use.
16. Any changes made to the Client's facilities or equipment at the Client's request or according to Dubois' recommendations, shall be performed at the Client's risks.
17. The Client shall use and maintain the Product in compliance with the

manufacturer's recommendations and technical documents, which he must personally obtain on his own and said Client hereby waives any claim or recourse against Dubois in connection therewith.

18. The Client shall claim any amount for the damage caused to it or to a third party by the Product or Service from its insurers before claiming anything from Dubois.

VIII. INDEMNIFICATION

19. The Client shall indemnify and hold Dubois harmless for any claim, demand, prosecution, action, grounds for a prosecution or liability or any type whatsoever, of any third party for damages, losses, expenses, costs and fees, including disbursements and reasonable legal fees resulting from or which may result from a fault, omission or negligence by the Client or a person under its responsibility, including any claim for bodily injury.

IX. DEFAULTS

20. The Client shall be considered to be in default under these Terms and Conditions in any of the following cases:
 - a) If it defaults on the payment of any amount owing to Dubois, when due;
 - b) If it omits to comply with any of the terms and conditions herein;
 - c) If it is bankrupt or is insolvent within the meaning of the *Bankruptcy and Insolvency Act*, or if it files a notice of intent or makes a proposal to its creditors.

21. In case the Client defaults on making any payment, it shall forfeit the benefit of any term and any amount owing by the Client to Dubois shall immediately become owed by the mere lapse of time without a demand letter being required.
22. In case of a default, Dubois may at its entire discretion and without prejudice to its other rights and recourses:

- a) Immediately demand the payment of any amount due and owing under the terms herein, in principal, interest, taxes and related expenses;
- b) Repossess the Product by merely giving the Client a notice to that effect without any time limit.

X. INTERPRETATION AND JURISDICTION

23. These Terms and Conditions are governed by the laws applicable at the location of Dubois' head office. Any dispute resulting from or regarding said Terms and Conditions shall be subject to the jurisdiction of a court in the judicial district of Longueuil to the exclusion of any other jurisdiction.

XI. GENERAL PROVISIONS

24. These Terms and Conditions are binding on the Parties, their heirs, successors and assigns.
25. The Client hereby waives any claim against Dubois for any damage resulting from a delay in delivery or of any default in performance by Dubois regarding the supply of a Product or a Service, caused by a superior force.
26. Any tolerance, omission or waiver by Dubois to have any right enforced shall not be interpreted as a waiver to exercise any of its other rights.
27. If any of the provisions herein are ruled to be invalid, illegal, may not be set up against the Client or unenforceable by a competent court, said judgment shall not affect or modify the other provisions herein, which shall continue to be valid and enforceable.

XII. CONFIDENTIALITY POLICY

28. Dubois takes special care of the confidentiality and security of your personal information. We are the only ones to store the information you share with us and we shall not sell, rent or share your personal information for purposes other than those mentioned in this section.

Liability:

29. To ensure that the principles of protection of personal information are respected, Dubois ensures, using appropriate internal policies and safety measures, that its employees and mandataries comply with these principles. Dubois also ensures that a person appointed by it from its in-house staff is in charge of ensuring compliance with these principles.

Determining the purposes for collecting personal information:

30. Dubois determines for what purposes your personal information is collected before collecting it or when it is collected. Dubois collects only the personal information which is necessary for doing its business and for the purposes for which it was collected, namely to follow up on your requests. Dubois shall not use and shall not disclose your personal information for other purposes without having obtained your consent.

Limits to use:

31. Dubois may use the personal information which you have disclosed to it only for the purposes for which it was collected.

Limits to communication:

32. Dubois shall not disclose the personal information which you have given it to third parties for their own use without your consent, except to the extent provided by law or when Dubois must disclose this information to third parties to deliver the Products and/or Services which you have requested or when said third parties require this personal information to follow up on a request you made.

Limits to archiving:

33. Dubois shall store your personal information only for the time required to meet the purposes for which it was collected.

Accuracy of personal information:

34. Dubois shall store personal information which is accurate, complete and up to date. You shall nevertheless be required to supply to Dubois information which is accurate and complete and up to date and to notify Dubois of any change as the case may be.

Safety measures:

35. Dubois shall protect your personal information. Dubois shall take appropriate safety measures which correspond to the level of confidentiality of said information and shall take the required measures to prevent unauthorized consultation and/or disclosure of your personal information, including when such information is transferred to a third party for processing and/or storage purposes (for example, archiving documents) or other purposes.

Intellectual property:

36. The content, information, images and visual content included in Dubois' publicity or promotional material or which is contained in the Dubois Website are protected by various laws. Any reproduction, publication or distribution without Dubois' written consent are strictly prohibited. Any unauthorized use of the content of the Dubois Website may entail legal proceedings in civil and/or criminal liability.

Transparency of policies and practices

37. Dubois shall supply you on request, information regarding its policies and practices regarding the management of personal information, including the collection, use and disclosure of your personal information, which is kept by Dubois, subject to a possible disclosure to third parties or to Dubois mandataries to deliver the services which you have requested.

Access to personal information:

38. You are entitled to forward a request to Dubois to be informed of the existence, use and communication of personal information which concerns you and you may access such information. You may also contest the accuracy and completeness of said personal information and make corrections thereto. On receipt of a written request for access to or correction of your personal information, Dubois shall forward you an answer within 30 days. In this reply, Dubois shall advise you of the recourses available to you in case you may not be satisfied by the answers you have received from Dubois.

Complaint in case of non-respect of principles:

39. Dubois is committed to the protection of personal information and it confirms that if you want to make a complaint for the non-respect of the above-mentioned principles, you may do so by contacting Dubois as follows:

Officer in charge of the protection of personal information
Phone: 450-454-3961

Safe credit card transmission policy:

40. Information regarding your credit card is sent as an electronic message which was digitized, thereby guaranteeing the confidentiality of the information contained therein. Accordingly, this message cannot be intercepted, altered or decoded by a third party. Your payment is directly made to a financial institution, meaning that your transaction is safely processed. Dubois does not archive any computer data regarding credit information. This is why you must re-submit your credit information for each new transaction.

This confidentiality policy may be amended by Dubois without prior notice.