



HAPLY ROBOTICS INC.
TERMS AND CONDITIONS OF SALE

1. INTRODUCTION

The Terms and Conditions (referred to subsequently as “Terms”) herein shall apply to all purchases of Haply products (including, without limitation, hardware, accessories and/or software or third party items) (“Products”) or services (including, without limitation memberships or other special services for our developers) (“Services”) which are sold by: (a) us, the Seller, Haply Robotics Inc. BN767850688, #400 4316 St Laurent Blvd, Montreal, QC H2W 1Z3, Canada (“Haply”, “we”, “us”, or “our”) to (b) you, the purchaser (“Buyer”, “you”, or “your”). You warrant and represent to us that you contract with us exclusively under these Terms in the course of a business and not as a consumer. You further warrant and represent that information provided by you when placing your order is current and accurate. We have no responsibility or liability for inaccurate information or information that later becomes outdated, and we have no obligation to make efforts to determine the correct information. By placing an order, you are agreeing to be bound by these Terms. If you do not agree with these Terms, you may not order Products and Services. If Buyer submits any document which differs from these Terms, such differing terms and conditions shall be deemed to be of no force and effect unless accepted by Haply in writing.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

2. ADDITIONAL TERMS AND POLICIES

2.1 You can review the most current version of the Terms at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of our Products or Services following the posting of any changes to these Terms constitutes acceptance of those changes.

2.2 Your purchase and use of Products and Services are subject to the applicable terms and conditions for those Products and Services. If you purchase a Product, your purchase is subject to our [Limited Business Warranty](#) (“Limited Business Warranty”).

2.3 Haply (or its licensors, suppliers, or other such third parties) is the exclusive owner of, and has all right to the patents, trademarks, copyrights, names, artwork, and all other intellectual property used in the design and manufacture of Haply’s Products. All drawings, specifications, samples, prototypes, and technical materials submitted by Haply describing any inventions, processes or discoveries are the exclusive property of Haply and shall be returned to Haply on demand. All documents marked “Confidential” and/or “Proprietary” shall not be disclosed or discussed with any other person whatsoever. Buyer shall have a limited, nonexclusive right to use the patents, copyrights, trade secrets, intellectual and proprietary rights embodied in the Product solely as is necessary to put the Product to its intended use. Buyer shall not remove any proprietary legends contained on the Product and shall not reverse engineer, de-compile or disassemble the intellectual property embodied within the Product.

2.4 Before you use our Product, you agree to read our [Inverse3 Manual](#) and comply with the instructions provided in them.

2.5 Your purchase and use may also be subject to (and you agree to comply with) the applicable terms and conditions, agreements, and policies offered by third parties with respect to products or services offered by third parties. You are solely responsible for compliance with all third-party license agreement(s) applicable to third party products and services. We or such third party may modify the third-party license agreements and any applicable use restrictions for such third-party products or services from time to time and it is your responsibility to check for updates to these license agreements or use restrictions.

2.6 Haply reserves the right to limit the amount of Products you can buy at any one time.



2.7 Haply reserves any and all rights not expressly granted to you hereunder.

3. PRICES

3.1 Prices (unless stated otherwise) are in the currency quoted on the quote or sales order and are those in effect at the time of the order confirmation. In case the prices are quoted incorrectly on the quote or sales order the correct price will be notified to you prior to the contract coming into force. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as canceled. If the Prices indicated on the quote or sales order are incorrect, Haply reserves the right, at our sole discretion, to cancel your order and refund the amount paid, regardless of how the error occurred.

3.2 We may change prices for Products and Services without notice unless set out in an unexpired quotation from Haply or in a binding contract between Haply and Buyer, and we may refuse or cancel orders at any time and in our sole discretion.

3.3 If your purchase or use of Products or Services is subject to any type of use or sales tax, duty or other tax or fee, then we may charge you for those taxes, which are your responsibility. Applicable taxes may be presented during the point of sale.

3.4 Taxes, duties, shipping, insurance, installation and other charges are specifically not included in the price and the Buyer shall be responsible for all such charges including compliance with all local laws associated with safety, use, packaging, and importing of all Products shipped by Haply to Buyer under this agreement into the country of destination.

4. DELIVERY

4.1 Shipment of the Products are FOB Haply's point of origin (Montreal, Canada) unless stated otherwise. Risk of loss of or damage to the Products passes to Buyer as soon as the Products have been delivered by Haply to the carrier. You are responsible for checking the Products upon delivery and promptly informing the insurer in writing if there is any damage to or loss of Products or any part thereof in transit. You must enclose relevant documentation and provide additional information as may be requested by the insurer. Nothing in these Terms limit your statutory rights to reject physical goods that, when received by you, are damaged or defective.

4.2 Any delivery time schedules or dates specified by Haply on the quote or sales order or otherwise are estimates only and we do not guarantee or undertake to dispatch Products and/or commence Services by a particular date or dates and shall not be liable to you in respect of delays or failure to do so.

4.3 Delivery of the Products shall be made to a valid address submitted by you and subject to confirmation ("Delivery Address"). You must check the Delivery Address on any confirmation and notify us promptly of any errors or omissions. Haply reserves the right to charge for any extra costs arising from changes you make to the Delivery Address after you submit an order or errors in the information.

4.4 Title to the Products, shall pass to Buyer upon payment of the purchase price in full. Until Buyer pays the purchase price in full, it shall not act to encumber Haply's title to the Products nor its access to the Products. In the event of default of payment by Buyer when due, Haply may, in addition to its other rights, and without notice, retake possession of the Products. Until Haply has taken any repossession of the Products, the Products shall remain the risk of Buyer.

5. CONSENT, CUSTOMS DUTIES AND EXPORT

5.1 You are responsible for obtaining at your own cost any license or consent of any government or other authority which may be required for the acquisition, carriage or use of the Products by you. If necessary, you will produce evidence to us of such license or consent at our request. Any additional expenses or charges incurred by us resulting from your failure to obtain such license or consent shall be met by you.



5.2 If the Products licensed or sold to you under these Terms are subject to export control laws and regulations in the Territory, you are responsible for complying with those laws.

5.3 You may be subject to customs charges, or import duties and taxes, levied when the Product reaches the Territory. Any such charges for customs clearance or import duties or taxes must be met by you.

5.4 Both parties shall at all times respect all embargoes, trade sanctions, and export restrictions imposed by or adhered to by the jurisdictions in which they were incorporated, in which they reside, or within which they do business. Notwithstanding any grant to the contrary, Haply shall have no obligation to supply Products to the Buyer if to do so would impose on Haply the risk of being in contravention of the export controls legislation of Canada, or any other country from which Haply is supplied.

6. PAYMENT

6.1 Payment will be made without set-off or claim net thirty (30) days from the date of shipment unless:

- a) otherwise agreed in writing by Haply; or
- b) at the discretion of Haply:
 - i) Shall be fifty percent (50%) in advance and fifty percent (50%) net thirty (30) days from date of shipment; or
 - ii) A confirmed documentary Letter of Credit naming Haply's bank as the confirming bank

6.2 Payment will be made to Haply in the currency set out on the quote or sales order.

6.3 After 30 days, overdue accounts shall accrue interest at the rate specified on the relevant invoice.

7. ORDER CHANGES

7.1 At any time prior to delivery, Buyer may request an increase or decrease in the quantity of the Product to be delivered, or request any other change to the Order, whether in whole or in part, by providing a written change request to Haply. Any requested changes shall be binding on Haply only upon its written acceptance of such written request.

7.2 If any such changes cause an increase or decrease in the price or time required to perform this Order, a corresponding adjustment to the price or any other term shall be made by Haply, and the Order shall be modified accordingly. The amount of any change in price as computed by Haply or any other term shall be binding on Buyer. Buyer shall remain liable to reimburse Haply for all charges, costs and expenses incurred prior to its receipt of Buyer's written notice of the change. The amount of all such charges, costs and expenses as computed by Haply shall be binding on Buyer.

7.3 The Price is also subject to revision when interruptions, engineering changes or changes in quantity are caused or requested by Buyer or when events which are beyond the control of Haply occur including, but not limited to, increases resulting from government regulations, costs, duties, tariffs, insurance and shipping. The amount of any increases as computed by Haply shall be binding on Buyer.

8. ORDER TERMINATION

8.1 Buyer may, at any time prior to the date of shipment, terminate an Order in whole or in part by written notice to Haply, such termination to be effective upon Haply's receipt of Buyer's written notice. Upon such termination, Buyer shall immediately pay Haply its charges, costs and expenses incurred prior to the effective date of termination, which charges, costs and expenses shall be determined solely by Haply. Such charges, costs and expenses shall include, but are not necessarily limited to, Haply's profit, reasonable cost of capital, cost of returning raw materials, restocking charges, and expedited delivery costs and charges. Buyer shall be liable for and pay any time-price differential that may accrue prior to Buyer payment.

8.2 Haply may immediately terminate this Order at any time for any reason or no reason. If this Order is terminated for any reason or no reason other than for Buyer's default, BUYER, AS ITS SOLE AND EXCLUSIVE



REMEDY AGAINST HAPLY, SHALL BE ENTITLED TO A REFUND OF THE UNUSED PORTION OF THE AMOUNT OF THE PRICE PAID, IF ANY, AS SUCH AMOUNT IS COMPUTED BY HAPLY.

8.3 If terminated for Buyer's default, and/or upon any such default or breach of any term or condition of this Order, Haply may thereafter pursue any and all remedies it may have against Buyer under this Order or at law or in equity. Buyer's default shall include, but is not limited to:

- a) Buyer's failure to timely perform any duties it has under this Order, such as reviewing and/or approving designs and making payment of the price;
- b) Buyer becomes subject to an insolvency proceeding;
- c) Buyer resolves to, or becomes subject to an order requiring it to, wind up or liquidate;
- d) a substantial portion of the assets of Buyer are acquired by a third party not in the ordinary course of business or a controlling interest in the ownership of Buyer is acquired by a third party;
- e) delivery or performance becomes impractical or impossible for reasons not attributable to Haply;
or
- f) Buyer's financial situation has worsened notably after commencement of the Order and/or Buyer is unwilling or unable to provide adequate security for payment of its financial obligations of the Order.

9. INSPECTION AND REJECTION OF PRODUCTS

9.1 Unless otherwise agreed to, Haply will provide Products in accordance with its standard Products specification in effect at the time a binding contract is entered into with Buyer. Minor variations in the components or fabrication of the Products shall not give rise to any claim by Buyer for defect or default.

9.2 Buyer shall notify Haply within thirty (30) business days after Buyer's receipt of the Products of Buyer's discovery of any defects in the Products and its rejection thereof. Otherwise, Buyer shall be deemed to have accepted the Products.

9.3 Haply shall not accept returned or rejected Products without Haply first providing Buyer with return material authorization number and shipping instructions. Returned or rejected Products shall be at Buyer's own expense and risk of loss.

10. WARRANTY

10.1 All Product specifications, illustrations, drawings, dimensions, performance data and other information made available by Haply do not constitute a warranty or representation that the Products will conform with such information.

10.2 You will only have the benefit of the Limited Business Warranty for the Products supplied to you, and as supplied with the Product.

10.3 THE LIMITED BUSINESS WARRANTY IS THE ONLY WARRANTY FOR THE PRODUCTS AND SERVICES, AND THE REMEDY SET FORTH THEREIN IS YOUR SOLE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, ARISING FROM COURSE OF CONDUCT OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES TO THE EXTENT THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE MANDATORY UNDER APPLICABLE LAW, THEY ARE LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY IN THE LIMITED BUSINESS WARRANTY.

10.4 SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10.5 No Haply employee or representative or its affiliates or any third party is authorized to make any modification, extension or addition to the Limited Business Warranty or any part of these Terms.



11. RIGHT TO RESELL

11.1 Buyer has the non-assignable, non-exclusive right to resell the Product purchased from Haply hereunder in a manner which accords with these Terms and Conditions and to markets consistent with Buyer's business as has been expressly disclosed to Haply.

12. WASTE ELECTRONIC EQUIPMENT

12.1 Products sold by Haply to the Buyer and subject to the WEEE Directive, or any such similar legislation or regulation dealing with the disposal of electrical and electronic waste, the Buyer shall be responsible for registration and notification to the appropriate WEEE authority in the country in which Buyer imports the Products. For Products that are subject to the WEEE Directive, or any such similar legislation or regulation, whether purchased from Haply, Buyer shall be responsible for recycling of Products and shall bear all expenses related thereto.

13. LIMITATIONS OF LIABILITY

13.1 Disclaimer of representation: Haply makes no representation, warranty, or condition whatsoever that the Products are fit for a specific purpose and the Buyer by its acceptance of the Products hereby warrants to Haply that the Products are fit for the use and purpose for which the Buyer intends to use the Products.

13.2 Products: In no event shall Haply nor any of its employees be liable for any direct, indirect, special or consequential damages or any damages whatsoever resulting from the Buyer's purchase, installation, operation or failure of the Products (except to the extent provided for in Section 10 - Warranty of this agreement).

13.3 Injury to persons or property: In no event shall Haply be liable for any claims, losses, damages, judgements, costs awards, expenses or liabilities of any kind whatsoever arising directly or indirectly from any injury to person or property, arising from the Products or any use thereof save and except where such a claim is found by a Court of competent jurisdiction to be directly attributable to the sole negligence of Haply. The said limitations and exclusions of liability shall apply whether or not any such damages are construed as arising in contract or tort.

13.4 TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY WILL:

- a) HAPLY'S TOTAL AGGREGATE LIABILITY (WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATED TO THE PURCHASE OF ANY PRODUCTS OR SERVICES UNDER THESE TERMS EXCEED THE AMOUNT YOU PAID FOR SUCH PRODUCTS OR SERVICES; OR
- b) HAPLY OR OUR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR:
 - i) SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES; OR
 - ii) YOUR INABILITY TO MAKE ORDERS OR LOSS OF INCOME, REVENUE, PROFITS, CONTRACTS, DATA, GOODWILL OR SAVINGS, OR OTHER INTANGIBLE LOSSES;

EVEN IF HAPLY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE SAME.

13.5 HAPLY DOES NOT EXCLUDE LIABILITY FOR ANY DAMAGES CAUSED BY INTENTIONAL MISCONDUCT, OR GROSS NEGLIGENCE OR FOR ANY OTHER MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13.6 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BASED ON YOUR JURISDICTION. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.



14. GENERAL PROVISIONS

14.1 Assignment: You shall not assign or transfer or attempt to assign or transfer your rights under these Terms. All such assignments or transfers are void.

14.2 No waivers: No waiver of any term or condition of these Terms shall be effective unless made in writing and signed by an authorized representative of Haply.

14.3 Severability: If any part of any these Terms is declared illegal, unenforceable, or invalid under applicable law in a particular jurisdiction:

- a) these Terms will not be affected in other jurisdictions; and
- b) in the relevant jurisdiction, the remainder of these Terms (to the fullest extent permitted by law) will continue to be valid and enforceable.

14.4 Force Majeure: Haply shall not be liable to you nor held in breach of contract where failure to perform or delay in performing any obligations is due, wholly or in part, directly or indirectly, to the occurrence of: act of God; act of public enemy; acts of governmental bodies or agencies, foreign or domestic; war; sabotage; riot; fire; floods; typhoons; explosions; or other such catastrophes; epidemics or quarantine restrictions; labor unrest or shortages; accident; freight embargoes; delays occasioned by carriers or delays of suppliers of Haply; or because of any other event beyond our reasonable control, for the period of time occasioned by any such occurrence.

14.5 Entire agreement: You acknowledge that these Terms supersede and cancel all previous contracts, agreements and working arrangements whether oral or written, express or implied, between us and constitute the entire agreement related to the sale of Products and/or Services. Any contradictory, standard or additional terms, which you may attach or include in your purchase order or otherwise send to Haply will have no force or effect.

14.6 Law and jurisdiction: This agreement is made, executed and delivered in Montreal, Quebec, Canada and shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein and shall be treated, in all respects as a Quebec contract. It is expressly agreed by the parties hereto that the United Nations' Convention on the International Sale of Goods (CISG) does not apply to this agreement. The language of the arbitration shall be English.