



**LEMUR CAMPER™**

## TERMS AND CONDITIONS OF SALE

These terms and conditions of sale apply to your purchase of goods from LEMUR CAMPER INC. and its successors and assigns (“LCI” or the “Company”). Whenever used herein, the term “Agreement” means these Terms and Conditions of Sale as may be amended at the sole discretion of LCI at any time and from time to time. The term “goods” includes all goods or component parts sold or provided to you by LCI, whether manufactured by LCI or another supplier. “You” or “Customer”, refers to the customer of LCI who has agreed to be bound by this Agreement.

### 1. PAYMENTS

Unless otherwise agreed by LCI in writing, you agree to pay all amounts due by you including: 1) deposit; 2) balance owing upon presentation of the corresponding invoice from LCI and five (5) business days from the date of issue of a Delivery Notice, time being of the essence.

All advertised prices for goods are before taxes and other applicable charges. In addition to the price of goods, Customer shall pay all other invoiced expenses including taxes, insurance, freight, carriage, and warehousing as may be set out in any invoice delivered by LCI. All invoiced amounts shall be paid by the Customer to LCI without any right off setoff, deduction or recoupment.

### 2. TAXES AND PRICING

All prices quoted are subject to change without notice until confirmed in an invoice and are exclusive of taxes or other charges. Customer shall pay all taxes resulting from transactions, including, without limitation, occupation, property, excise, sales, or use taxes, but excluding any taxes based on the income of LCI.

### 3. DELIVERY AND SHIPMENT

(a) LCI does not provide shipping services. LCI delivery is pick-up from the company’s premises only, which shall be set out in the relevant invoice. LCI may occasionally suggest a shipping mode or company based on Customer’s location at the Customer’s request. In no circumstances shall LCI be responsible for the shipping of the product, and if Customer elects to have goods shipped to them, the goods will be deemed to be delivered to Customer when the goods are transferred from LCI to the third party shipping company.

(b) A scheduled product delivery date is an estimate only. On or after the scheduled delivery date, Customer shall accept delivery within ten (10) business days of receipt of notice from LCI

that the goods are ready for delivery (the "Delivery Notice"). If Customer does not pay and accept delivery within ten (10) business days of receipt of the Delivery Notice, then LCI is authorized at its discretion to: (i) have the goods transported and warehoused at Customer's expense and risk, which shall constitute delivery to Customer, in which event LCI may declare as immediately due all amounts owing upon delivery including the additional cost of such transportation and warehousing; (ii) defer delivery to a future date, to be determined in the sole discretion of LCI.

#### **4. TITLE/RISK OF LOSS/INSURANCE**

Title in the goods shall remain with LCI until such goods have been paid for in full. All goods shall be entirely at Customer's risk from the time the Delivery Notice is issued to Customer, including in the case of deemed delivery when they are placed in the possession of a carrier for shipment to Customer. If the customer elects to ship the goods, Customer shall ensure that the goods are insured against "all risks" from the time the goods are placed in the possession of the carrier for shipment to Customer. Customer shall indemnify LCI from all loss arising out of any claims, suits and demands by reason of the retention of title to the goods by LCI while the goods are at the Customer's risk.

#### **5. ACCEPTANCE OF GOODS**

Customer shall inspect, or test all goods upon receipt. Customer shall be deemed to have effected final acceptance of the goods five (5) business days after physical receipt of the goods by the Customer.

#### **6. WARRANTY**

LCI warrants to the Customer that for a period of one (1) calendar year from date of delivery of the goods (the "Warranty Period"), such goods will conform to any LCI published specifications in effect as of the date of manufacture and be free from material defects in materials and workmanship.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, LCI MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) WARRANTY OR CONDITION OF MERCHANTABILITY; (B) WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION, CONDITION, OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 1.1.

SUBJECT TO APPLICABLE LAW, AND EXCEPT AS PROVIDED IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF LCI OR AS OTHERWISE SET OUT HEREIN, LCI MAKES NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, , AND SPECIFICALLY EXCLUDES ALL LEGAL OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer is responsible for the selection and configuration of goods purchased from LCI. Customer shall hold LCI harmless and indemnify and defend LCI (including its affiliates, assigns,

directors, officers, employees, agents and representatives) in respect of any claims arising out of or relating to the design, specification, or use of goods sold by LCI to Customer.

## **7. CUSTOMER'S REMEDY**

LCI's sole responsibility and liability, and Customer's exclusive remedy under this Agreement shall be limited to the repair or replacement of goods within the one (1) calendar year warranty period, or, at LCI's sole option, the return of the goods and refund of moneys paid thereon, without interest, provided Customer is not in default hereunder. SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL LCI BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR LEGAL FEES. LCI's obligation under this section 7 is subject to receipt of written notice of defect (containing detailed particulars of the alleged defect) from Customer prior to the time of deemed acceptance.

## **8. RETURNS**

LCI will only be obligated to accept returned goods if LCI has given prior written consent. A charge for handling, inspection, restocking and invoicing of up to 20% of the sale price of the returned goods may be assessed against the Customer by LCI and deducted by LCI from any refund given to Customer. All returns allowed must be shipped at Customer's risk and expense and must be in excellent resale condition. LCI may reject a return if, upon receipt the goods, LCI determines that the goods are not in excellent resale condition.

## **9. DELAY OR NONPERFORMANCE**

LCI shall not be liable for failure or delay in performance hereunder due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government whether legal or otherwise, acts of public enemies, acts of god, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or any other causes beyond LCI's reasonable control, including without limitation delays or inability to obtain product because of the actions of LCI's suppliers.

## **10. DEFAULT**

Customer shall be in default under this Agreement if any of the following occurs: (a) Customer does not accept delivery within ten (10) business days of receipt of a Delivery Notice, or fails to make any payment when due; (b) there is a breach of any covenant or agreement by Customer; (c) Customer dies, ceases to exist, becomes insolvent or the subject of bankruptcy, insolvency, or liquidation proceedings; (d) Customer attempts to assign its rights and obligations under this Agreement without the prior written consent of LCI; (e) any representation, warranty, condition, or certification of Customer or any information provided by Customer in or pursuant to this Agreement is false in any material respect when made; (f) LCI, in good faith, considers that performance of any obligation of Customer to LCI arising out of this Agreement or any other agreement between Customer and LCI or any affiliate of LCI, including any modifications, renewals or extensions thereof, is impaired.

## **11. REMEDIES UPON DEFAULT**

In the event of Customer's default: (a) LCI may, at its option, (i) charge Customer interest at the rate of 18% per annum or the highest rate permitted by law on any outstanding amounts payable by Customer to LCI, and/or (ii) take immediate possession of the goods and remove same without notice and without legal proceedings, and/or (iii) declare all unpaid amounts immediately due and payable and/or suspend shipments of goods to Customer; (b) Waiver by LCI of any breach or default shall not constitute a waiver of any subsequent breach or default; (c) LCI shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable by LCI in connection with any unpaid monies due to Customer; (d) LCI at its discretion and option shall be entitled to retain all money paid by Customer on account as liquidated damages; and, (e) LCI shall have all the rights and remedies provided by law in addition to all other rights as established herein, which rights and remedies shall be cumulative.

## **12. CANCELLATION**

Upon receipt of written notice from Customer, LCI shall cancel any orders as instructed, subject to LCI's (or its subcontractors') right to continue processing raw or finished material to the point at which processing can be halted with the least disruption and cost to LCI. The customer shall be responsible for all costs associated with the cancellation and completion of the processing of such material.

## **13. NON-REFUNDABLE DEPOSIT**

The customer shall have ten (10) business days to cancel an order in writing, from and including day of the order, to receive a full deposit refund. Thereafter, the customer acknowledges that any deposit paid to LCI is non-refundable in all circumstances, including but not limited to if the customer decides s/he does not want the goods, cancels their order or is no longer able to take delivery.

## **14. ACCEPTANCE**

By placing an order for goods from LCI, the Customer agrees to be bound by this Agreement. This Agreement may only be modified in writing, signed by LCI, and each of the provisions of this Agreement shall remain in effect unless and until LCI agrees otherwise. If Customer submits an order form with terms or conditions contrary to this Agreement, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement. Customer waives any defence to the validity or enforceability of this Agreement arising from any electronic submission of it to Customer. The customer acknowledges and agrees that it has the ability to access each URL referenced in any quote or other document delivered to it by LCI.

## **15. ASSIGNMENT**

LCI may assign its rights and obligations under this Agreement. Customer may not assign its obligations under this Agreement to any person without LCI's prior written consent. If Customer changes its corporate status, both Customer and its successors continue to be bound by

this Agreement, and LCI reserves its rights and remedies on default. No prior representation, affirmation, or agreement shall be enforceable unless set forth herein.

## **16. DISPUTE RESOLUTION/GOVERNING LAW**

The validity, construction and enforcement of this Agreement are governed by the laws of the province of British Columbia and the federal laws of Canada applicable therein. The Customer irrevocably submits to the exclusive jurisdiction of the courts of the province of British Columbia. Reasonable legal fees and costs shall be awarded to the prevailing party in any litigation. Customer must institute any action against LCI within one (1) year after Customer's claim arises, or, subject to applicable law, such claim shall be barred notwithstanding any statutory limitations to the contrary.

## **17. SEVERABILITY**

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited, or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition, or unenforceability, without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other party or circumstances.

## **18. INTERNATIONAL**

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any goods ordered or issued under this Agreement. Each party agrees to comply with all applicable corruption of public officials and antibribery laws and regulations.

## **19. LANGUAGE**

The parties to this Agreement confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, have been and shall be drawn up in the English language only.