

GENERAL TERMS AND CONDITIONS OF STREETLIFE CANADA INC.

EFFECTIVE AS OF APRIL 1, 2026

STREETLIFE®

1 Definitions

- 1.1 **Agreement:**
shall mean the agreement between Customer and Streetlife for the delivery of Streetlife Products.
- 1.2 **Customer(s):**
shall mean any natural person or legal entity, whether individually or jointly, with whom Streetlife and its employees engage in the course of its business, including but not limited to representative(s), agent(s), successor(s), assignee(s), and visitors of the Streetlife website.
- 1.3 **Drawing:**
shall mean the drawing for approval issued by Streetlife once the Parties have identified the specifications of the Product to be delivered.
- 1.4 **Error:**
shall mean any substantive failure of the Products to comply with functional or technical specifications mutually agreed in writing by the Parties and summarized in the Drawing.
- 1.5 **Streetlife:**
shall mean Streetlife Canada Inc.
- 1.6 **Offer:**
shall mean any quotation, proposal, or pricing communication issued by Streetlife to Customer, whether oral or written, including via email or online platform, that describes the goods to be sold, applicable prices, and any related commercial terms. Offers are non-binding and subject to change at any time prior to acceptance by Streetlife of a corresponding Order.
- 1.7 **Order:**
shall mean any purchase order, written acceptance, or other communication issued by Customer to Streetlife indicating its intention to purchase goods under an Offer. No Order shall be binding on Streetlife unless and until confirmed in writing by Streetlife.
- 1.8 **Party or Parties:**
shall mean Streetlife and Customer, individually or collectively.
- 1.9 **Product(s):**
shall mean the Streetlife products provided pursuant to the Agreement, including, but not limited to, street furniture, benches, picnic sets, tree planters, tree isles, podiums, bins, bollards, bicycle parking, shades, pillars, tree grilles and guards, bridges, and decking.
- 1.10 **Terms and Conditions:**
shall mean these CA General Terms and Conditions of Streetlife.

2 Applicability

- 2.1 These Terms and Conditions apply to all offers of Streetlife and exclusively govern the relationship between Streetlife and Customers, and any Agreement or other agreements between Streetlife and Customers, and any subsequent amendment to any agreement or the Agreement. These Terms and Conditions shall be applicable even if Streetlife uses third parties to deliver Products.
- 2.2 No other terms and conditions shall be binding upon Streetlife unless accepted by it in writing. Streetlife expressly rejects any general terms and conditions used by Customer. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void and do not bind Streetlife.
- 2.3 Streetlife reserves the right to amend these Terms and Conditions at any time. New or amended general terms and conditions shall be applicable upon thirty (30) days notice to Customer.
- 2.4 In case of inconsistencies between the terms of an Agreement and those contained in these Terms and Conditions, those in the Agreement shall control.

3 Offers and Acceptance

- 3.1 All offers of Streetlife are non-binding and may be revoked at any time, unless Streetlife stated otherwise in writing. Any amendments made by Streetlife in writing shall entail a new offer, automatically revoking the previous offer. Any amendments by Customer of a Streetlife offer will be deemed a new offer by

Customer, which Streetlife may accept or reject in its sole discretion. Orders will only be deemed accepted by Streetlife if it does so in writing. Until Streetlife has accepted an Order, the same shall not be binding on Streetlife in any way, regardless of the form in which the Order was made.

- 3.2 Once Streetlife has accepted the Order, it will provide Customer the Drawing. The Drawing shall become binding on Customer and form part of the Agreement once approved by Customer.
- 3.3 All information, data or undertakings provided verbally or in documentation, price lists or other material related to the Products, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included and confirmed in writing in the Agreement with Streetlife.
- 3.4 All Offers are based exclusively on the information and documentation provided by Customer that is directly relevant to the Products as mentioned under 1.9. Streetlife may rely on the accuracy and sufficiency of such relevant information and documentation and is under no obligation to review or consider unrelated portions of any broader project specifications.
- 3.5 Customer warrants that the information and documentation provided is accurate, sufficient, and appropriate for Streetlife's scope. Customer shall indemnify and hold Streetlife harmless from any third-party claims or losses resulting from inaccuracies or omissions in the information and documentation relevant to Streetlife's performance.

4 Materials and Samples

- 4.1 Customer acknowledges and agrees that (i) color tones, patterns and textures of wood, steel, and the other materials used by Streetlife to manufacture the Products may vary between items and within an individual piece due to natural and production differences; (ii) certain materials used by Streetlife may change in color over time and with exposure to light and the elements; and (iii) Streetlife will not accept claims or returns for the minor variations and imperfections described herein.
- 4.2 Customer hereby understands and accepts that all samples, drawings, models, figures, dimensions, weights or any other specifications for Products are estimates only, although Streetlife will use best efforts to ensure their accuracy.
- 4.3 Customer acknowledges and agrees that where a sample of a Product has been shown to and/or inspected by Customer, or viewed on a catalogue, brochure or similar materials, the sole purpose of doing so was to enable Customer to inspect the Product and the provision of such sample does not constitute a sale by sample, a representation, guaranty and/or warranty that the Products sold to Customer will conform to the sample and Streetlife expressly disclaims all liability with respect to the provision of such sample.

5 Cancellation and Modification

- 5.1 Cancellation by Customer of an Order following the approval of a Drawing is possible only following the written permission of Streetlife.
- 5.2 If the Order is cancelled in whole or in part, or if, after the approval of a Drawing, modifications are unilaterally proposed by Customer that Streetlife cannot reasonably be expected to accept, all costs already incurred, as well as any lost profit, shall be borne by Customer.

6 Prices and Taxes

- 6.1 Configurations and prices of Products are subject to change at any time, and Streetlife shall at all times be entitled to modify price lists, brochures, printed matter, quotations and other documents. Customer agrees to any such changes of prices or configurations if it does not object in writing to Streetlife within seven (7) business days of when Customer receives an invoice incorporating said changes.
- 6.2 All prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on Streetlife or Customer by any taxing authority (other than taxes imposed on Streetlife's income), related to Customer's Order,

unless Customer has provided Streetlife with an appropriate resale or exemption certificate for the delivery location, which is the location where Products are used. In case of changes in law such that a tax is levied that is or becomes irrecoverable with a consequent increase to the costs to Streetlife of delivering the Products, whereby and to such an extent Streetlife is entitled to increase its prices accordingly and retroactively.

- 6.3 The prices or fees quoted are in CAD dollars, or in another currency if stated by Streetlife in writing. Customer shall bear any exchange rate risk, unless otherwise agreement in writing.
- 6.4 All Agreements for the delivery of Products to Customer shall be treated as separate agreements.
- 6.5 The price includes the cost of the Product and its delivery but does not cover unloading. If the Agreement specifies that Streetlife will handle the unloading of the Product, such services will be invoiced separately.

7 Invoice and Payment

- 7.1 Customer agrees to pay, without the right to set-off any amount, all invoiced amounts within thirty (30) days of the invoice date, unless stated otherwise in the Agreement or on the invoice. However, all amounts will be due immediately, in case Customer terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Customer under any federal, provincial, state or municipal bankruptcy or insolvency act, the appointment of a receiver, trustee, custodian, or liquidator, or any act or action constituting a general assignment by Customer of its properties and/or interest for the benefit of creditors.
- 7.2 Upon approval of the Drawing by Customer, Streetlife will invoice fifty percent (50%) of the price of the Product. Delivery will not occur until Streetlife receives payment for this amount. The remaining fifty percent (50%) will be invoiced by Streetlife to Customer upon completion of the delivery of the Product.
- 7.3 Where payment is not made within the terms set forth in this article, all claims to discounts shall lapse and contractual interest shall be owed at a rate of 1.5% a month, or the highest rate allowed by law, if lower, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.
- 7.4 Payments made by Customer shall always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the Agreement which have remained outstanding for the longest period of time, even when Customer specifies that the payment relates to another claim.
- 7.5 Customer shall not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged defect or Error in the Products or on any other account whatsoever.
- 7.6 If Streetlife believes that Customer's financial position and/or payment performance justifies such action, Streetlife has the right to demand that Customer immediately furnish security in a form to be determined by Streetlife and/or make an advance payment. If Customer fails to furnish the desired security, Streetlife has the right without prejudice to its other rights, to immediately suspend the further execution of the Agreement, and that which Customer owes to Streetlife for whatever reason will become immediately due and payable.
- 7.7 Customer shall be liable for amounts which Streetlife incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs.

8 Lead Times, Delivery, and Risk of Loss

- 8.1 Streetlife shall deliver the Products in accordance with the Agreement. Delivery and/or manufacturing times and dates are merely estimates, as well as lead times or any other deadlines, and Streetlife cannot be held liable for any damages as a result of delay in delivery of the Products. Unless otherwise agreed in

writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Customer shall not be entitled to cancel or terminate the Agreement, or to claim any damages.

- 8.2 The estimated lead time is between fourteen (14) and sixteen (16) weeks. The estimated delivery time depends on various factors, including the dimensions of the Products, the delivery address, and other relevant considerations. If any delivery period or lead time risks to be exceeded, Streetlife will inform Customer as soon as reasonably possible and the Parties will enter into consultations in order to determine a new delivery period.
- 8.3 Streetlife is entitled to engage the services of third parties as necessary to satisfy its obligations under this Agreement without the consent of Customer. Streetlife is entitled to make partial deliveries and invoice each delivery separately.
- 8.4 Streetlife shall notify Customer when the Products are ready for delivery. Delivery shall be scheduled by both Parties at a mutually convenient time, no later than two (2) weeks after Customer receives Streetlife's notice that the Products are available for delivery. If Customer fails to agree to a delivery date, all costs arising thereof (including storage charges) shall be borne by Customer in conformity with Streetlife's rates or local charges.
- 8.5 The delivery location address must be provided in writing to Streetlife no later than when the Parties agree on a delivery date. Failing this, all costs arising thereof (including storage charges) shall be borne by Customer in conformity with Streetlife's rates or local charges.
- 8.6 Customer hereby guarantees that the delivery location indicated is accessible to freight traffic. If the delivery location indicated is not accessible to freight traffic, all costs arising thereof (including storage charges) shall be borne by Customer in conformity with Streetlife's rates or local charges.
- 8.7 Unless otherwise agreed in writing, delivery of the Products shall be made Delivered at Place, as defined in the Incoterms 2020, to the location specified by Customer when the Parties agreed on a delivery date. Customer must accept delivery of Products and unload them during normal business hours, failing which all costs arising thereof (including storage charges) shall be borne by Customer in conformity with Streetlife's rates or local charges.
- 8.8 The risk of loss or damage of Products shall pass to Customer at the moment of delivery at the agreed location, as per the Delivered at Place (Incoterms 2020) or when Customer, or an agent or subcontractor acting on its behalf, has effectively assumed control of the Products, whichever is sooner, even if Streetlife has not yet transferred ownership thereof. Any damage to the Products, or any loss related thereto, shall be for the account of Customer.
- 8.9 Streetlife shall not be responsible for unloading the Products unless otherwise expressly agreed in writing by the Parties. Where unloading is agreed, such unloading shall be performed by a carrier appointed by Streetlife. Customer shall ensure that the carrier has full, safe, and unobstructed access to the designated installation site, so that the Products can be unloaded directly at their final position without additional handling, internal transport, or prolonged movement on site. If Customer fails to provide such access, resulting in delays, additional handling or inability to unload at the designated location, all resulting costs, including but not limited to waiting time, additional handling charges, storage costs and re-delivery fees, shall be borne by Customer in accordance with Streetlife's applicable rates or local charges. Streetlife shall not be liable for any damage arising from the unloading operations, except in cases of gross negligence or willful misconduct by Streetlife or its appointed carrier.
- 8.10 Streetlife will not unload the Products, unless otherwise agreed in writing by the Parties. If unloading is provided for in the Agreement, Customer shall provide Streetlife access to all spaces relevant to the unloading of the Products. If Customer fails to provide such access, resulting in Streetlife's inability to unload the Products, Streetlife shall be entitled to charge Customer its standard rates for all time Streetlife personnel is present at

- Customer's premises, all costs arising thereof (including storage charges) shall be borne by Customer in conformity with Streetlife's rates or local charges until the Products can be unloaded.
- 8.11 Customer shall notify Streetlife in advance if Customer's premises, or any part thereof, may present any health or safety hazard to Streetlife's employees, contractors, or subcontractors. Streetlife shall be entitled to postpone delivery, unloading, or collection (including in the case of defective Products as described below) until Customer has fully remedied such hazards, without any liability to Customer for delays, costs or damages resulting therefrom. In the event of any such postponement or delay, all additional costs incurred by Streetlife, including but not limited to waiting time, rescheduling, additional transport, storage, and labor costs, shall be borne entirely by Customer. Customer shall ensure that a qualified representative is present at the delivery site at all times while unloading or collection services are performed by or on behalf of Streetlife.
- 8.12 Streetlife shall have the discretion to choose the packaging and delivery methods. Packaging intended for repeated use shall remain the property of Streetlife. Customer shall retain such packaging on behalf of Streetlife and return it upon Streetlife's request. Customer shall be liable for any damage to or loss of such packaging during the period it is in Customer's possession.
- 8.13 Upon delivery of the Products, Customer or a third party acting on Customer's behalf shall sign a consignment note. If Streetlife or the carrier acting on its behalf has used packaging materials, and Customer or third party does not indicate on the consignment note that the packaging is damaged, the consignment note shall serve as conclusive evidence that the Products were received in undamaged packaging.
- 8.14 Claims in connection to shortages or errors in shipping must be reported in writing to Streetlife within three (3) business days of receipt of such shipment. If Customer fails to report timely, Streetlife will have no obligation to correct such shipments, unless Customer bears all the expenses thereof.
- 8.15 Immediately upon receipt of the Products, Customer shall inspect them for defects and non-conformance with the Agreement and will notify Streetlife in writing within seven (7) days of receipt of a Product, of any defects or non-conformance. After such seven (7) day period, Customer shall be deemed to have irrevocably accepted the Products, if not already previously accepted. After acceptance, Customer shall have no right to reject the Products for any reason or to revoke acceptance. Customer hereby agrees that a seven (7) day period is a reasonable amount of time for inspection and revocation.
- 8.16 In the case of any alleged shortage, errors, defects or non-conformance with the Agreement, Customer shall allow Streetlife to inspect the Products subject to the alleged defect. The final determination of whether a Product is defective be at the sole discretion of Streetlife.
- 8.17 THE SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS IS THE REPLACEMENT OR REPAIR OF SUCH PRODUCTS OR PARTS OF SUCH PRODUCTS, AT NO COSTS FOR CUSTOMER.
- 8.18 Notwithstanding the above, Streetlife will have no obligation to replace or repair any Products if the Products have been unloaded, handed, or stored improperly by Customer, or if Customer has not fully met its obligations under these Terms and Conditions.
- 8.19 If, at any time and in Streetlife's judgment, a technical modification to the Products or their original design is necessary to properly address an issue, Customer shall not unreasonably withhold consent for the implementation of such modification. A technical modification shall also include the use of alternative materials.
- 8.20 If Customer carries out repairs or arranges for repairs to be carried out, Streetlife shall not be obligated to contribute to the costs unless Streetlife has previously agreed to do so. In such cases, Streetlife shall have the discretion to determine the form of the contribution, which may include discounts on future deliveries.
- 8.21 Installation and maintenance of the Products will not be provided by Streetlife.
- 9 Returns and Exchanges**
- 9.1 Except as otherwise set forth herein, the Products are sold "as is," "where is" and "with all faults;" all Agreements are FINAL. Except as otherwise set forth herein, no Product may be returned or exchanged, without Streetlife's prior written consent, which consent may be conditioned or withheld at Streetlife's sole discretion.
- 9.2 In the event that Streetlife agrees that the Product needs to be returned and/or replaced, Streetlife will arrange for the collection of the defective Product and its repackaging, if necessary. Streetlife will assume ownership of the Products and bear the risk of loss once the Products are collected by Streetlife. Customer shall grant Streetlife access to the premises to facilitate the collection of the Products. If Customer fails to provide such access, preventing Streetlife from collecting the Products, all costs arising thereof (including storage charges) shall be borne by Customer in conformity with Streetlife's rates or local charges.
- 9.3 If repair or redelivery of the Product following a complaint is not reasonably practicable, Streetlife shall have the right to terminate the Agreement. The delivered Product will then be collected by Streetlife, and if the Product is in the same condition in which it was delivered to Customer, Streetlife will refund any amounts already paid by Customer for the Product, but only if Streetlife deems the Product defective. Refunds may be issued either through offsetting or by issuing credits against unpaid invoices.
- 10 Intellectual Property Ownership and Right of Use**
- 10.1 All intellectual property rights, e.g., patents, copyrights, trademarks, designs, models, know-how and all proprietary and/or commercial rights and trade secret rights, tools, documentations, etc., in relation to the Products, including modifications thereto, delivered and/or used by Streetlife, are owned by Streetlife or its licensor(s). No transfer or other grant of rights is given to Customer, unless explicitly stated in writing. This applies even if Products have been specifically designed and/or manufactured for Customer.
- 10.2 Unless otherwise agreed in writing, Customer may not make repairs or modifications to the Products, nor allow or enable any third parties to do so. Customer may not, nor may enable and/or allow third parties to copy or reverse engineer any Products.
- 10.3 Customer shall not: (i) affix any other trademark, logo or designation to the Products or any related materials; (ii) remove, alter or obscure any copyright, trademark, design right, or other proprietary notices appearing on or in connection with the Products, any documentation, promotional materials, packaging, or any technical drawings; (iii) use any of Streetlife's trademarks, trade names, designs or other intellectual property in any unauthorized manner; or (iv) register or attempt to register in its own name, or on behalf of any third party, any intellectual property rights (including but not limited to patents, design rights, copyrights, trademarks, trade dress, trade secrets or know-how) that relate to, are based upon, or are derived from the Products, any related materials, or any proprietary information provided by Streetlife.
- 11 Customer's Cooperation**
- 11.1 Customer shall timely provide Streetlife with all details and information required by Streetlife for the manufacturing and/or delivery of Products.
- 11.2 Customer understands that the manufacturing, including the Drawing, and/or delivery of Products shall be done by Streetlife based on details, information, specifications and requirements supplied by Customer, and Streetlife shall rely thereon, and Customer shall guarantee that they are accurate and

comprehensive, and meet the specifications as Streetlife shall set forth in writing.

- 11.3 If Customer furnishes data or information to Streetlife in connection to the manufacturing and/or delivery of Products, these shall meet specifications as Streetlife shall set forth in writing, and Streetlife shall be entitled to suspend performance of the Agreement, as well as charge additional costs in accordance with its customary rates, in the event that such data or information are not made available in the time required or in the prescribed quality or manner.

12 Confidential Information

- 12.1 Confidential Information means (i) the existence and terms of any agreement between the Parties and (ii) any non-public, confidential or proprietary information relating to a disclosing Party, whether or not technical in nature, including any that is designated by the disclosing Party as Confidential Information at the time of its disclosure, either by a written or visual confidentiality designation, or otherwise if such information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how which: (i) is in the public domain at the time of disclosure or becomes available thereafter to the public without restriction, and in either case not as a result of the act or omission of the receiving Party; (ii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure; (iii) is lawfully in the possession of the receiving Party at the time of disclosure by the disclosing Party and not otherwise subject to restriction on disclosure; (iv) is approved for disclosure by prior written authorization of the disclosing Party; or (v) is developed independently and separately by either Party without use of the disclosing Party's Confidential Information.
- 12.2 Each Party agrees that it will safeguard the confidentiality of the Confidential Information supplied by the other Party and that it will observe the same due care with respect to such information as it would observe with respect to its own Confidential Information. The other Party shall not sell, copy and/or distribute in any way Confidential Information to third parties, without disclosing Party's prior written consent, which consent may be granted or withheld in such Party's sole and absolute discretion.
- 12.3 Each Party agrees that it will restrict the circle of employees or third parties it retains who have access to the other Party's Confidential Information as much as possible and provide such access only on a need to know basis and after binding such employees and third parties to the same level of confidentiality as set forth in these Terms and Conditions.
- 12.4 Immediately following the receipt of a written request to this effect by the disclosing Party the receiving Party will return any and all Confidential Information received from the disclosing Party or destroy such Confidential Information, if the disclosing Party so requests.

13 Duration, Termination and Suspension of Performance

- 13.1 Any Agreement for the certain Product will end after delivery of such Product and the signature by Customer or a third party on its behalf of the consignment note.
- 13.2 The provisions of this Section, 13.2, are without prejudice to Customer's inspection and notification obligations under Sections 8.13 and 8.14, which shall apply specifically to claims related to shortages, defects, or non-conformance of delivered Products. If Customer fails to make payment of any amount due on the due date or Customer otherwise fails to perform its obligations under the Agreement or these Terms and Conditions, or if Streetlife reasonably expects that Customer will not fulfill its obligations, Streetlife may in its sole and absolute discretion suspend performance under its Agreement with Customer and/or terminate the Agreement (in whole or part), with immediate effect, without being liable for any damages to Customer.

- 13.3 Notwithstanding the above and without any obligation to return any service fee or prepaid expenses, Streetlife may terminate its relationship with Customer, or may terminate or suspend Streetlife's delivery of Products at any time: (i) if Customer is in breach of these Terms and Conditions and/or the Agreement; (ii) for a force majeure event that continues for more than three (3) months upon notice; (iii) if Customer fails to pay any amounts due to Streetlife; (iv) if required due to change in laws/regulation by a regulator or authority with a lawful mandate, or by any of Streetlife's partners; (v) in respect to a particular Streetlife Product, upon thirty (30) days notice if Streetlife decides to cease offering that Product; (vi) the bankruptcy of Customer has been applied for; (vii) an attachment is levied on the Products of Customer; (viii) Customer is liquidated or discontinued; and/or (ix) Customer is in violation of any applicable laws or regulations.
- 13.4 Upon suspension and/or termination, all invoiced sums will become immediately due and payable. In the event of suspension of performance by Streetlife, Streetlife may at its sole discretion resell any Products ordered by Customer, at a public or private sale without notice to Customer and without affecting Streetlife's rights to hold Customer liable for any loss or damage caused by breach of contract by Customer.

14 Warranty

- 14.1 Streetlife warrants its Products as set forth in the warranty certificate provided upon request to Customer. However, any such problems encountered in the use of the Products as arise out of user errors or inexpert unloading or installation on the part of Customer and any problems involving any such Errors as could have been brought to light in the context of an inspection as set forth in Section 8.14 above, or out of any other causes that are not attributable to Streetlife, shall be for Customer's risk and account.
- 14.2 At its sole discretion, Streetlife will repair or replace any Errors and/or defective Product as set forth in the warranty certificate.
- 14.3 Customer agrees to indemnify, defend and hold Streetlife, its present and future officers, directors, shareholders, employees, agents and affiliates harmless from and against any and all claims and threatened claims by any third party, including Customer's own employees, agents, subcontractors, business invitees or visitors, arising out of, under or in connection with: (1) the death or bodily injury of any person; (2) the damage, loss or destruction of any tangible personal or real property located at or in connection with Customer's premises or the installation site; (3) any improper or inadequate installation, placement, assembly or use of the Products, whether performed by Customer, its agents, subcontractors or third parties acting on Customer's behalf, except to the extent that such claims arise from the gross negligence or willful misconduct of Streetlife or its personnel.
- 14.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH HEREIN, STREETLIFE, ITS LICENSORS, THIRD PARTY SUPPLIERS, AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES, CONDITIONS, CLAIMS OR REPRESENTATIONS WITH RESPECT TO THE STREETLIFE PRODUCTS WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, COMPATIBILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM STREETLIFE OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

15 Liability, Limitation of Damages and Indemnification

- 15.1 CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ALL ACTIVITIES CONDUCTED IN RELATION TO STREETLIFE'S PRODUCTS, EVEN IF SUCH ACTIVITIES WERE TO OCCUR WITHOUT CUSTOMER'S PERMISSION. STREETLIFE DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY IN RELATION TO THE ACTS AND OMISSIONS OF ANY THIRD PARTIES IN RELATION TO STREETLIFE'S PRODUCTS. NEITHER STREETLIFE NOR ITS OFFICERS OR EMPLOYEES OR AFFILIATES MAY BE HELD LIABLE WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER FORM OF LIABILITY FOR ANY CLAIM, DAMAGE, OR LOSS, (AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION), ARISING OR RELATING TO ALL SUCH ACTS AND OMISSIONS.
- 15.2 IN NO EVENT SHALL STREETLIFE, ITS AFFILIATES OR ITS LICENSORS BE LIABLE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER FORM OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, BUSINESS, SALES, PROFITS (WHETHER ACTUAL OR ANTICIPATED), OR INTERRUPTION OF BUSINESS.
- 15.3 NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, STREETLIFE'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND SHALL NOT EXCEED THE TOTAL PAID BY CUSTOMER FOR THE PRODUCTS IN CONNECTION TO WHICH THE DAMAGING EVENT OCCURRED.
- 15.4 THE LIMITATIONS ON STREETLIFE'S LIABILITY ABOVE SHALL APPLY WHETHER OR NOT STREETLIFE, ITS EMPLOYEES, LICENSORS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES ARISING.

16 Indemnification

- 16.1 CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD STREETLIFE, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, PENALTIES, LIABILITY AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, IN CONNECTION WITH OR ARISING OUT OF ANY USE OF THE STREETLIFE PRODUCTS OR BREACH OF THIS AGREEMENT, BY CUSTOMER OR ANY THIRD PARTIES.
- 16.2 CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD STREETLIFE, ITS PRESENT AND FUTURE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND THREATENED CLAIMS BY ANY THIRD PARTY, INCLUDING EMPLOYEES OF CUSTOMER ARISING OUT OF, UNDER OR IN CONNECTION WITH (1) THE DEATH OR BODILY INJURY OF ANY THIRD PARTY, INCLUDING ANY AGENT, EMPLOYEE, CUSTOMER, BUSINESS INVITEE OR BUSINESS VISITOR OF CUSTOMER, OR, (2) THE DAMAGE, LOSS OR DISTRIBUTION OF ANY TANGIBLE PERSONAL OR REAL PROPERTY AT CUSTOMER'S PREMISES, BOTH ONLY TO THE EXTENT THAT SUCH WAS NOT A RESULT OF GROSS NEGLIGENCE BY STREETLIFE OR ITS PERSONNEL.

17 Insurance

Streetlife and Customer shall pay all necessary costs to maintain sufficient insurance policies to cover its personnel and premises for activities contemplated by or performed in connection with the Products.

18 Severability

If any provision of these Terms and Conditions, the Agreement or any other agreement between the Parties, is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original meaning of the terms or agreement in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions shall remain in full force and effect.

19 Force Majeure

- 19.1 Streetlife will not be liable for any delay in performing or failure to perform any of its obligations under these Terms and Conditions or the Agreement caused by events beyond its reasonable control. Streetlife will notify Customer promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.
- 19.2 Where, as a result of force majeure, the extension of the manufacturing and/or delivery period exceeds three (3) months, upon notice, Streetlife shall have the right to terminate the Agreement, in whole or in part, without any obligation to pay remuneration or compensation for damages to Customer. If the agreement has already been partially fulfilled at the time of its termination due to force majeure, Customer shall be liable to pay a proportionate amount of the total price.

20 Assignment

Customer is not permitted to assign, delegate or otherwise transfer the Agreement or any rights hereunder. Any such attempted assignment, delegation or transfer will be null and void. Streetlife is permitted at its sole discretion to assign the Agreement or any rights or obligations hereunder to any third party, without giving prior notice.

21 Entire Agreement

The Agreement and these Terms and Conditions contain the entire agreement between Streetlife and Customer regarding Customer's purchase of the Products and supersedes and replaces any previous communications, representations or agreements, or Customer's additional or inconsistent terms, whether oral or written.

22 No Waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by the Agreement or these Terms and Conditions or by law shall not constitute a waiver of that right, power or remedy. If Streetlife waives a breach of any provision of these Terms and Conditions or the Agreement, this shall not operate as a waiver of a subsequent breach or that provision or as a waiver of a breach of any other provision.

23 No Beneficiaries

Any agreement between the Parties is for the sole benefit of the Parties thereto and, except as otherwise contemplated therein, nothing therein expressed or implied shall give or be construed to give any person, other than the Parties thereto, any legal or equitable rights thereunder.

24 No Partnership

Nothing contained in any agreement between the Parties shall be read or construed so as to constitute the relationship of principal and agent or of partnership between the Parties. Neither of the Parties may pledge or purport to pledge the credit of the other Party or make or purport to make any representations, warranties, or undertakings for the other Party.

25 Injunctive Relief

Customer acknowledges that Streetlife shall suffer irreparable injury in case of breach of the obligations under Articles 10 (“Intellectual Property Ownership and Right of Use”) and 12 (“Confidential Information”). Accordingly, in the event of such breach, Customer acknowledges that Streetlife will be entitled to injunctive relief in any state or federal court of competent jurisdiction within the Province of Ontario. Customer further submits to the personal jurisdiction of such courts for the purposes of any such action.

26 Governing Law and Arbitration

Unless stated otherwise in writing, any and all agreements between the Parties shall be governed by and construed in accordance with the laws Province of Ontario and the federal laws of Canada, notwithstanding conflict of law principles, and without giving effect to the United Nations Convention on the Contracts for the International Sale of Goods. All disputes and controversies arising out of or relating to these Terms and Conditions or the relationship of the Parties shall be finally and bindingly resolved under the then-current Commercial Arbitration Rules of the American Arbitration Association in front of a sole arbitrator. The place of arbitration shall be Toronto, Ontario, Canada. The language of the arbitration shall be English. Any award, verdict or settlement issued under such arbitration may be entered by any party for order of enforcement by any court of competent jurisdiction. ANY CAUSE OF ACTION AGAINST STREETLIFE, REGARDLESS WHETHER IN CONTRACT, TORT OR OTHERWISE, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

27 Language

The Parties have expressly required and mutually agree that this Agreement and all related documents, including notices and other communications, be written exclusively in English. Les parties ont expressément exigé et conviennent mutuellement que la présente convention ainsi que tous les documents qui s'y rattachent, incluant les avis et autres communications, soient rédigés exclusivement en anglais.
