

Terms and Conditions

The following terms and conditions (“Agreement”) govern the contractual obligations between Solotech (as defined below) and the Customer (as defined below). This Agreement shall apply to purchase made by Customer on the Website (as defined below), either online or via telephone, as applicable. For all purchase made online, in the event of any contradictions between the following Agreement and the Terms of Use found on the Website, those contained in this document shall prevail. The act of visiting the Website or purchasing an Equipment is a tacit acceptance, without any reservations, of the below terms and conditions.

Definitions

- (i) “Customer” means the person, firm, partnership, company or other legal entity buying the Equipment from Solotech via the Website.
- (ii) “Equipment” means all the products, equipment or other goods supplied to Customer and described on the Website.
- (iii) “Order” means an order placed by the Customer to purchase an Equipment either via the Website or via telephone, as applicable.
- (iv) “Party” means Solotech or Customer individually.
- (v) “Reseller” means Solotech’s authorised reseller which hosts and operates the Website.
- (vi) “Solotech” means Solotech Inc., Solotech US Corporation or any of or their affiliates, as applicable.
- (vii) “Terms and Conditions (or “Agreement”)” means this agreement, together with the Order confirmation.
- (viii) “Terms of Use” means the Terms of Use found on the Website which govern the obligations between Reseller and Customer.
- (ix) “Website” means Solotech’s webstore (*store.solotech.com*).

1. General. This Agreement shall constitute the entire contract between Customer and Solotech with respect to the sale of the Equipment found on the Website. With the exception of terms and conditions found on the Website’s Terms of Use which specifically impose obligations on Solotech and which do not contradict those contained in this Agreement, any additional terms, including any terms and conditions added by Customer, are non-binding, unless such terms are in a written form, identified as an amendment to the Order and signed by Solotech and Customer.

2. Payment. Customer shall pay for the Equipment as specified in the Term of Use.

3. Taxes or related charges. All taxes or related charges billed to Customer will be stated separately by Reseller on Solotech’s invoices.

4. Delivery. All Equipment shall be delivered to Customer’s shipping address as mentioned on the Order. The Equipment shall be deemed to have been delivered and accepted upon confirmation of shipment to Customer (“Delivery”).

5. Title and Risk of Loss. Title to the Equipment shall pass to the Customer upon full payment in accordance with this Agreement. The risk of loss and damage to the Equipment shall be borne by the Customer upon Customer’s reception of the Equipment to the location mentioned in the Order.

6. Warranty.

6.1 For all new Equipment, and provided that the Customer has not modified the Equipment nor removed the Equipment’s serial number, Solotech warrants that the Equipment: (i) shall conform to the specifications set forth on the Website; (ii) shall be free of defects in material, workmanship or design, as per manufacturer’s warranty; (iii) shall be of merchantable quality and are fit for the intended purpose for which they are manufactured; and (iv) shall be new, unless otherwise specified on the Website. Equipment shall be subject to manufacturer’s warranty which usually applies a period of twelve (12) months, unless stated otherwise by such manufacturer.

6.2 The above warranty is not applicable (i) if defect to Equipment is due to improper operation or maintenance of the Equipment by or on behalf of the Customer; (ii) in case of normal wear and tear, under normal usage; (iii) if defect to Equipment is caused by a Force Majeure event; (iv) if any repair or maintenance of the Equipment was done by any person other than Solotech, or (v) if Equipment was sold as a “used/second hand” Equipment. For all “used/second hand Equipment”, and provided that the Customer has not modified the Equipment nor removed the Equipment’s serial number, the warranty shall be ninety (90) days from Delivery.

7. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, IN NO EVENT SHALL SOLOTECH BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES BY REASON OF ANY ACT OR OMISSION INCLUDING, WITHOUT LIMITATION, ANY LOSS OF ANTICIPATED OR ACTUAL REVENUES, INCOME OR PROFITS, COSTS OF CAPITAL OR ANY SIMILAR LOSSES OR DAMAGES, LOSS OF USE, DATA, BUSINESS OR GOODWILL, INTERRUPTION IN USE OR AVAILABILITY DIMINUTION OF VALUE. SOLOTECH’S AGGREGATE LIABILITY TO CUSTOMER FOR ANY CLAIM OR RECOVERY OF ANY KIND HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL PURCHASE PRICE FOR THE EQUIPMENT GIVING RISE TO SUCH CLAIM.

8. Confidential Information. Each Party and its representatives may be exposed to information of a confidential or proprietary nature which is either marked as confidential or provided under circumstances reasonably indicating it is confidential (“Confidential Information”). Each Party agrees to (i) hold such Confidential Information in confidence using the same degree of care normally used to protect its own proprietary and/or confidential information within its own organization, but not less than a reasonable degree of care; (ii) restrict disclosure of such Confidential Information solely to its representatives with a need to know in connection with the Order (and provided that such persons are advised of the obligations assumed herein and are bound by obligations of confidentiality and non-use to protect the disclosing Party’s rights and interest hereunder), and (iii) shall not disclose such Confidential Information to any third party that is not a representative of receiving Party, without prior written approval of the disclosing Party. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information as required by law.

9. Force Majeure. Neither Party shall be liable to the other for default or delay in performing its obligations under the Agreement if such default or delay is caused by any occurrence beyond its reasonable control, including natural phenomena (“Force Majeure”). Force Majeure does not include events that were reasonably foreseeable or were caused by the Party claiming the Force Majeure. If a Party is delayed or prevented from performing due to Force Majeure, that Party must inform the other Party in writing as soon as practicable. If the Force Majeure lasts, or is reasonably expected to last, more than thirty (30) days, the non-breaching Party may immediately terminate the Agreement by giving written notice to the other Party. Otherwise, both parties’ rights and obligations as per the Agreement shall be suspended for the period of the Force Majeure and a new agreement shall be agreed upon, in writing, between the Solotech and Customer.

10. Termination. Solotech may terminate, in full or in part, any Order in its sole discretion for any reason (“Termination for Convenience”). Upon Termination for Convenience, Solotech sole obligation and Customer’s sole remedy shall be the reimbursement of the amount for the Equipment affected by the Termination for Convenience. Termination of this Agreement shall not relieve or release a Party from any rights or obligations which should by their nature survive to such termination, including payment obligations. In case of termination, Solotech or any of its representative may immediately take possession of the Equipment which have not been paid.

11. Remedies. The warranty set forth in the Agreement shall be the sole and exclusive remedy provided by Solotech. All other implied and statutory warranties and remedies are hereby expressly excluded.

12. Use of Name and Logo. The Customer agrees that Solotech may use Customer’s name or logo for marketing purposes, including on Solotech’s web site, social medias, public relations and communications activities. Customer undertakes to not use in any way Solotech’s name, logo, picture, brands, trade-marks or products

13. Governing Law. This Agreement shall be governed by the laws of the province of Quebec (Canada), without regards to the conflict of law provisions.