



CUSTOM BATTERY PACKS & POWER SYSTEMS FOR UNCOM-
PROMISED PERFORMANCE IN HARSH & RUGGED ENVIRONMENTS.

- ◆ Simplified maintenance ◆ Best in class performance
- ◆ Long-term reliability ◆ Maximized productivity

Friday, February 09, 2024

INVIO Automation

Attn: Kyle Genshow

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RFQ#: QT.INVIOAUTOMATION.CSL.09022024.JMT.On Board REV2

Cantec Systems is pleased to submit the following quotation.

Part number	Description	Qty	Unit Price USD	Lead-time
IOTA DLS 54 13A IQ, 3 Color M6	Battery charger Mains In=108-132AC @ 12.6A DC OUT=54.4V @ 13A IQ4 Module included with three color LED	3	\$376.49	2-3 Weeks ARO
IOTA DLS 54 13A IQ, 3 Color M6	Battery charger Mains In=108-132AC @ 12.6A DC OUT=54.4V @ 13A IQ4 Module included with three color LED	22	\$351.59	12-14 Weeks ARO
Ecotec PAC 1300 48/25	Battery Charger for TPPL batteries Mains In=108-132AC @ 12A DC Out=48V @ 25A	3	\$873.11	3 Weeks ARO
Ecotec PAC 1300 48/25	Battery Charger for TPPL batteries Mains In=108-132AC @ 12A DC Out=48V @ 25A	22	\$806.84	12 Weeks ARO

Terms:

- Net 30 Days, Ex-Works, Marysville, MI, USD funds
- Wire transfer and Cheque preferred. PayPal payments are accepted and subject to a 3% surcharge.
- Stock is subject to prior sale,
- This quotation is firm for 15 days
- Any order resulting from this quotation is subject to the attached terms and conditions.
- Pricing is confidential

The pricing [and delivery lead times] are based on the information available to Cantec as of the date of this quote. As you may be aware, the COVID pandemic and conflicts in Europe have resulted in unprecedented disruptions in the global supply chain such that events beyond Cantec's control may arise after the date of this quote that may necessitate revisions to pricing and shipping dates. Should Cantec become aware of any change that affects pricing [and delivery lead times], it shall notify your organization. If the quote has already been accepted, you will be provided with the option to accept any revised pricing/lead time or to withdraw your acceptance or, as applicable, terminate the affected part of any order.

If we can be of assistance, please do not hesitate to contact me at 416-407-2383 or jmuscat@cantecsystems.com.

Yours truly,

A DIVISION OF CANTEC REPRESENTATIVES INCORPORATED

17 Enterprise Avenue Unit G, Ottawa ON K1G 0A7

Tel: 613-725-3704 Fax: 613-725-0490



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A handwritten signature in black ink, appearing to read "Joe Muscat", with a long, sweeping horizontal stroke extending to the right.

Joe Muscat
Cantec Systems



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TERMS & CONDITIONS OF SALE

GENERAL: Purchaser's order is accepted by Cantec Representatives Incorporated ["Cantec"] subject to these Terms & Conditions of Sale. Purchaser's order is accepted only on the express understanding and condition that any terms or conditions of purchase specified by Purchaser on a purchase order, purchase contract, or other document, which are in conflict, inconsistent with, or in addition to, these Terms & Conditions of Sale, shall not be binding upon Cantec unless expressly accepted in writing by Cantec. Acceptance by Cantec of Purchaser's order will create a complete and binding agreement [the "Agreement"] between Purchaser and Cantec, subject to the terms set forth in these Terms & Conditions of Sale. The Agreement cannot be modified or cancelled without the written consent of both parties. In these Terms & Conditions of Sale "Purchaser" means the person, corporation or other entity that places the order with Cantec for products and/or services and support.

SHIPMENT: All shipping dates are approximate. Cantec shall attempt to comply with, but cannot guarantee, shipping dates or loading and routing instructions. In the event of an unforeseen and material delay affecting the original shipping date, Cantec shall notify Purchaser and provide Purchaser with the option to proceed with the purchase with the revised shipping date, or to terminate the affected part of the order, which option to terminate must be exercised within not later than 2 days. Where Purchaser fails to terminate the order, it shall be deemed to have accepted the revised shipping date. Shipment dates referred to in Purchaser's order may not be rescheduled by the Purchaser without prior written consent of Cantec. In the event of any default in payment by Purchaser, Cantec may decline to make further shipments without any liability to Purchaser. If, despite default by Purchaser, Cantec elects to continue to make shipment, its action shall not constitute a waiver of Cantec's right to exercise remedies for Purchaser's default. All shipments of Product are insured at the Purchaser's expense and made at the Purchaser's risk.

TITLE AND RISK OF LOSS: Unless otherwise agreed in writing, all sales are made EXW Cantec's facility, Ottawa Ontario. Purchaser shall arrange for pick-up and transportation and pay all freight, cartage, handling and installation charges. Risk of loss or damage shall pass from Cantec to Purchaser upon Cantec placing the Products into the possession of the carrier, such carrier acting as Purchaser's agent. All claims for damage must be filed with the carrier. Title to all Products shall remain in Cantec and Cantec shall have a security interest therein until Purchaser has made full payment therefor.

CLAIMS: In the event of damage to a shipment, Purchaser must notify the carrier that delivery will not be accepted. Claims by Purchaser against Cantec regarding pricing discrepancies or quantity errors must be made within 10 days upon receipt by Purchaser of shipment, and Purchaser must provide Cantec with a reasonable opportunity to investigate the discrepancies or errors.

PRICES: Prices quoted by Cantec or listed on Purchaser's order are based on information available to Cantec at time of the order and are subject to change in the event of subsequent and unforeseen increases in the price of supplies, parts or materials arising after the order is accepted. In the event of an unforeseen price increase in supplies, parts or materials, Cantec shall promptly notify Purchaser and provide Purchaser with the option to proceed with the purchase at the adjusted price or terminate the affected part of the order, which option to terminate must be exercised within not later than 2 days. Where Purchaser fails to terminate the order, it shall be deemed to have accepted the updated price. Prices are stated in Canadian dollars and payment shall be in Canadian currency, unless otherwise agreed to in writing by Cantec. Prices quoted are exclusive of any and all federal, provincial and local taxes of any nature whatsoever.

TERMS & METHODS OF PAYMENT: Invoices are payable at the address set forth on the invoice. Terms of payment are Net 30 days, unless otherwise specified. Past due accounts shall be subject to late charges in the amount of 1.5% per month. In the event of the bankruptcy or insolvency of Purchaser, or in the event any proceeding is brought by, or against, Purchaser under any bankruptcy or insolvency laws, Cantec shall be entitled to (a) stop in transit or divert to itself any shipment in transit (b) cancel any order then outstanding in addition to any other remedies under law. Each shipment shall be considered a separate independent transaction, and payment therefor shall be made accordingly. If for any reason Purchaser is not prepared to accept delivery of Products, Cantec may store the Products at Purchaser's expense and risk. Such storage shall constitute shipment and delivery to the Purchaser.

FORCE MAJEURE: Cantec shall not be liable for any failure to perform or to otherwise honour its commitments, including shipping and pricing commitments, resulting from: strikes, lockouts, labour difficulties, riots, inability or difficulty in obtaining or procuring supplies, parts, materials, price fluctuations in supplies, parts or materials, fires, storms, floods, earthquakes, explosions, war, rebellion, insurrection, sabotage, embargoes, acts of God, or, any other cause beyond the control of Cantec.

LIMITED WARRANTY: (a) Cantec warrants that, for a period of **[one year]** commencing on the date of manufacture, Products shall be free from defects in materials and workmanship, provided that Products not manufactured or ordinarily supplied by Cantec shall be subject only to the applicable manufacturer's warranty, which Cantec shall assign to the Purchaser to the extent assignable. Cantec's sole obligation and Purchaser's sole remedy under this warranty shall be repair or replacement (at Cantec's discretion) of any Products that does not comply with such warranty. This warranty does not apply to any Product that has been damaged by accident, neglect, misuse, causes other than ordinary use, during shipment, or as a result of service or modification other than performed or authorized by or on behalf of Cantec. (b) The warranties contained herein are not transferable and are given only to Purchaser. (c) THE WARRANTIES IN THIS ARTICLE ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING SUCH AS ARISE UNDER THE SALE OF GOODS ACT OR THE INTERNATIONAL SALE OF GOODS ACT), ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE, INCLUDING, SUBJECT TO APPLICABLE LAW, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS OR ADEQUACY FOR A PARTICULAR PURPOSE OR USE, AND ALL OTHER SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY CANTEC.

RETURN of PRODUCTS: Products may only be returned to Cantec upon approval from Cantec and under a "Return Material Authorization number (RMA #)" issued by Cantec. A detailed written report explaining the reasons for the return of the Products must precede the return of the Products. Transportation charges must be prepaid by the Purchaser. All such returned Products must be new, unused, in the original carton, and in the Purchaser's possession no longer than 30 days. Any Products modified or built to Purchaser specification may not be returned. Failure to comply with this process shall constitute acceptance of the Products by the Purchaser. All non-warranty returns are subject to a 20% restocking / handling fee.

INDEMNITY and LIMITATION of LIABILITY: Purchaser shall defend, indemnify and hold Cantec harmless from and against all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) incurred by, or asserted against Cantec that result from or are related to, the Purchaser's breach of this Agreement, violation of applicable laws, or negligence and/or willful misconduct. Under no circumstances shall Cantec be liable to Purchaser for any claim for (a) indirect, special, punitive, incidental, exemplary, or consequential damages, (b) compensation for loss of profits, anticipated revenue, savings or goodwill, or other economic loss of Purchaser, (c) exemplary, aggravated or punitive damages howsoever incurred, (d) contribution or set-off in respect of any claims against Purchaser, (e) any direct or indirect damages whatsoever relating to third party products, including any third party products being resold by Cantec, or third party services or Purchaser's materials, or (f) any direct or indirect damages whatsoever relating to interruption, delays, errors or omissions; in each case under any theory of law or equity, arising out of or in any way related to these Terms & Conditions of Sale or Products even if advised of the possibility thereof. Notwithstanding any provision herein or entitlement of the Purchaser at law, in equity or otherwise, in no event shall the liability of Cantec under this Agreement, whether in contract, tort, product liability or otherwise, exceed, in the aggregate, the amount paid by the Purchaser to Cantec for Products purchased pursuant to this Agreement.

APPLICABLE LAW: This Agreement shall be deemed to have been made under and shall be construed and interpreted in accordance with the laws of the Province of Ontario, Canada, and the laws of Canada applicable therein. The United Nations Convention on the International Sale of Goods shall not apply to any transactions arising out of this Agreement and such Convention is hereby excluded from application to this Agreement.

MISCELLANEOUS: No waiver, alteration or modification of any of the provisions hereof by a party shall be binding on the party unless made in writing. Waiver by either party of default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may thereafter occur. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Cantec may assign this Agreement or any of its rights or obligations hereunder to any of its affiliates or to a purchaser of all or substantially all of Cantec's assets, provided that the assignee agrees in writing to assume all or the assigned portion of Cantec's obligations under this Agreement, whereupon Cantec shall be released from all or such assigned portion of its obligations. No agency, partnership, joint venture, or other business organization is created by this Agreement. If any provision of this Agreement is held to be invalid or unenforceable by a court having jurisdiction over this Agreement, the affected provision shall be deemed severed and the remainder of the provisions of this Agreement shall continue in full force and effect, unless the performance of the remainder of this Agreement by either party is not legally possible and/or commercially reasonable.