

Exhibit "A"

TERMS AND CONDITIONS OF SALE  
Form CEA2979 (04/01/16)

The following terms and conditions shall apply to any AGREEMENT (as defined herein) between BUYER and SELLER (as defined herein) for (i) new or refurbished equipment, repairs, rebuilds or rerates (collectively referred to herein as GOODS), (ii) aftermarket parts (referred to herein as PARTS) and/or (iii) services, including, but not limited to, on-site services, technical or advisory services or shop services (referred to herein as SERVICES).

**1. AGREEMENT:** The following terms and conditions shall apply to the agreement between Custom Energized Air Ltd. or any of its divisions, subsidiaries or affiliates (SELLER) and its customer (BUYER), evidenced on the face of BUYER'S purchase order to SELLER (AGREEMENT). Except as otherwise stated herein, no other terms shall be accepted or applicable to this AGREEMENT. All other terms and conditions, including those of BUYER or BUYER'S customer, are hereby expressly rejected. BUYER and SELLER expressly agree and acknowledge that the United Nations Convention for the International Sale of Goods shall not apply to this AGREEMENT. No modifications to these terms shall apply unless specifically agreed to in writing and signed by an authorized representative of SELLER. If such a writing should exist and is signed by an authorized representative of SELLER, then said writing shall supercede the terms of this AGREEMENT only to the extent there is a conflict between the two documents, provided however, such writing must be referenced on the face of BUYER's purchase order to SELLER. In the case of such a writing, this AGREEMENT shall be considered incorporated into and made a part of said writing unless expressly rejected therein. If the GOODS, PARTS or SERVICES require BUYER- supplied information, BUYER shall be solely responsible for the content, accuracy and effect thereof on SELLER supplied GOODS, PARTS or SERVICES. Installation of GOODS or PARTS is not included in the price and is the sole responsibility of BUYER unless otherwise specified by BUYER and agreed to in writing by SELLER.

**2. PRICE AND TERMS OF PAYMENT AND SHIPMENT:** The price shall be as set forth in SELLER's proposal. Payment terms are net thirty (30) days from the date of SELLER's invoice. Delays caused by BUYER or the failure of BUYER's customer to pay BUYER shall not excuse non-payment. All shipments of GOODS and PARTS shall be made FCA point of manufacture or supply (Incoterms 2010). BUYER warrants that it is purchasing GOODS and PARTS for its own use and that there will be no diversion of any shipment or any reshipment to any country, nation or political subdivision that is contrary to any law of the Canada. The price does not include any taxes. SELLER may suspend its performance hereunder if BUYER fails to make timely payment(s) of SELLER'S invoice(s) and such payment is not received by SELLER in full. Any costs associated with such suspension(s) shall be for BUYER'S account. Acceptance of payment shall not waive or limit any right or remedy of SELLER. Acceptance of specially endorsed cheques of any kind shall not waive or limit any right or remedy of SELLER. In the event BUYER fails to pay an amount when due, such amount shall be subject to interest at the rate of 1.5% per month for each month or pro-rated portion thereof during which such amount is overdue or the maximum lawful rate allowable under applicable law, whichever is less, until such amount is received by SELLER.

**3. DELIVERY:** SELLER shall not be held responsible for any loss or damage arising from fire, strikes or labor troubles, governmental intervention, weather, acts of God or nature, raw materials shortages, suspension due to lack of timely payment from BUYER to SELLER or any other act or force beyond the control of SELLER. All delivery dates refer to the completion of manufacture and availability for shipment of GOODS or PARTS or completion of SERVICES and are SELLER'S best estimate thereof and are subject to change. Risk of loss or damage to GOODS or PARTS shall pass to BUYER upon shipment by SELLER. Title to GOODS or PARTS shall pass to BUYER only upon SELLER'S receipt of payment in full. SELLER shall have the right to make partial shipments of GOODS or PARTS (and invoice for same). In the event BUYER is unable to receive shipment of GOODS or PARTS, SELLER will store same at BUYER'S risk and expense. All costs associated with any delay occasioned by BUYER for SELLER'S performance of SERVICES shall be for BUYER'S account.

**4. WARRANTY:** **GOODS:** SELLER warrants against defects on all GOODS of SELLER's manufacture for a period of (i) one (1) year from date of startup or use or (ii) eighteen (18) months from the date of shipment, whichever occurs first. **PARTS:** SELLER warrants against defects on all PARTS for a period of one (1) year from the date of shipment. **SERVICES:** SELLER warrants against defects in workmanship on all SERVICES performed by SELLER for a period of ninety (90) days from the date of completion of such SERVICES. SELLER'S obligation to repair or replace any defective GOODS or PARTS or reperform any defective SERVICES during the warranty period shall be BUYER'S exclusive remedy and SELLER'S sole liability arising under this warranty or any warranty claim made by BUYER. In order to be entitled to the foregoing warranties, BUYER must notify SELLER in writing of defects within the applicable warranty period. **EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH IN WRITING HEREIN, THIS WARRANTY IS PROVIDED IN LIEU OF, AND SELLER EXPRESSLY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR ANY EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE.** BUYER shall bear any and all costs of access (including removal and replacement of systems and structures), de-installation, re-installation and transportation of GOODS and PARTS to SELLER and back to BUYER. No allowance will be made for repairs or alterations made by others without SELLER's prior written consent. If repairs or alterations are attempted without SELLER's prior written consent, this warranty shall be null and void. SELLER assumes no responsibility for damages caused by improper installation, including installation by unauthorized third parties, or by operation in violation of rated operating conditions, internal or otherwise, or by improper installation, use, handling or maintenance. None of the GOODS or PARTS furnished by SELLER shall be deemed defective by reason of failure to resist the action of erosive or corrosive gases or liquids or the deposition of foreign material from such gases or liquids. SELLER'S receipt of payment in full of all sums due to SELLER shall be a condition precedent to SELLER'S warranty obligations, and the making of any warranty claim by BUYER shall not excuse BUYER'S obligation to make timely payment of all sums due to SELLER. No repair, replacement or reperformance by SELLER shall extend the applicable warranty period.

**5. CANCELLATION:** This AGREEMENT may be canceled by BUYER only upon the prior written consent of SELLER and upon payment by BUYER and receipt by SELLER of cancellation charges which shall be calculated in accordance with SELLER's cancellation charge policy FSE2980. Cancellation

charges shall include but not be limited to, all of SELLER'S applicable costs and a reasonable amount for profit.

**6. PATENTS:** SELLER shall indemnify BUYER against liability and damages for claims based solely on infringement of any Canadian or United States Letters Patent arising out of SELLER'S manufacture or BUYER'S use of any GOODS or PARTS of SELLER'S manufacture, provided however, BUYER must promptly notify SELLER of any such claim and BUYER shall give SELLER ample opportunity to defend itself against such claim and provide SELLER reasonable cooperation with respect to any such claim.

**7. LIMITATION OF LIABILITY:** Notwithstanding any provision in this AGREEMENT or elsewhere to the contrary: (a) SELLER'S maximum liability arising at any time from any cause whatsoever, whether in contract, tort (including negligence and/or gross negligence), strict liability or otherwise, shall not exceed the contract price of the GOODS, PARTS or SERVICE at issue and; (b) SELLER shall not be liable, in contract, tort (including negligence and/or gross negligence), strict liability or otherwise, for any special, incidental, indirect or consequential loss or damage of any nature, arising at any time, from any cause whatsoever, including lost usage, financing, revenue or profit, and all claims therefore are hereby expressly waived by BUYER.

**8. LAWS:** SELLER warrants that the GOODS, PARTS and SERVICES furnished hereunder shall meet only those requirements (including any applicable taxes, surcharges or other levies) of any governmental regulatory authority that have been specified by BUYER in writing to SELLER and where SELLER has accepted same in writing. This AGREEMENT shall be governed by the laws of the Province of Alberta, without regard to its principles on conflicts of laws. BUYER hereby agrees to subject itself to and consents to the jurisdiction and venue of the Provincial Court of Alberta and BUYER agrees that such venue shall be the exclusive forum regarding disputes arising out of this AGREEMENT. If jurisdiction cannot be obtained in the Provincial Court of Alberta then all controversies, disputes or claims arising out of or relating to this AGREEMENT or the performance, enforcement, breach, termination or validity thereof, including the determination of the scope of the AGREEMENT to arbitrate, shall finally be resolved by arbitration in the Alberta Provincial Court Civil Claims Mediation Program or the Alberta Arbitration & Mediation Society, conducted in the English language. Any arbitration decision shall be final and non-appealable. The basis for the arbitrators' decision shall be based solely on this AGREEMENT and any documents incorporated thereby. Otherwise, the laws of SELLER'S jurisdiction shall be applied. BUYER agrees to be joined in any arbitration or other legal or dispute resolution proceeding involving any third party and which relates in any manner to this AGREEMENT or the GOODS, PARTS or SERVICES supplied by SELLER pursuant to this AGREEMENT.

**9. CONFIDENTIAL & PROPRIETARY INFORMATION:** Any information which is designated "Confidential" or "Proprietary" by SELLER and is disclosed by SELLER to BUYER is disclosed in confidence and the BUYER shall not publish or otherwise disclose such information to others without the express written consent of SELLER. SELLER further hereby specifically designates, and BUYER acknowledges, that all information contained in any of SELLER'S drawings or instruction books supplied pursuant to this AGREEMENT is to be considered proprietary, despite any lack of markings indicating same. Such information is supplied by SELLER to BUYER for the sole and exclusive use of the BUYER and BUYER shall not furnish, reveal or impart this information to any third party for any reason whatsoever without the express written consent of an authorized representative of the SELLER. Nothing herein shall limit the BUYER'S right to disclose any information provided by the SELLER hereunder which (i) was furnished by the SELLER prior to this AGREEMENT without restrictions; or (ii) legitimately becomes knowledge available within the public domain; or (iii) is received by BUYER from a third party without restriction and without breach of this or any other agreement.

**10. INDEMNIFICATION:** To the fullest extent not prohibited by law, BUYER indemnifies and agrees to defend and hold harmless SELLER and SELLER'S officers, directors, agents, employees and insurers from and against all claims, damages, liquidated damages, losses, expenses, and claims relating to indemnification and/or liability contractually assumed by SELLER, including but not limited to the fees of attorneys, consultants or experts, arising out of or resulting from, or allegedly arising out of or allegedly resulting from, the purchase or use of the GOODS or PARTS or the performance of the SERVICES, including without limitation all claims, damages, losses or expenses attributable to delays, breach of this AGREEMENT, bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including loss of use resulting therefrom, caused or alleged to be caused by the negligence, gross negligence, acts, errors, omissions, breach of contract, or willful misconduct of BUYER or anyone directly or indirectly employed by BUYER or anyone for whose acts BUYER may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In claims against any person or entity indemnified hereunder by an employee of BUYER, or anyone directly or indirectly employed by BUYER, or anyone for whose acts BUYER may be liable, the indemnification obligations of BUYER under this AGREEMENT shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for BUYER under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**11. UNLAWFUL CONDUCT:** BUYER warrants and covenants that it will not violate any applicable law or regulation of any country or political subdivision thereof in performing or purporting to perform any act arising out of or in connection with this AGREEMENT. Pursuant thereto, BUYER agrees to maintain such records as are required by such applicable laws and regulations and to provide all written assurances required by SELLER in connection therewith. Further, any such unlawful conduct shall constitute grounds for SELLER to immediately terminate this AGREEMENT for cause.

**12. ADDITIONAL TERMS:** All price quotations made by SELLER to BUYER shall remain valid for thirty (30) days unless otherwise specified by SELLER in writing. If this AGREEMENT is for SERVICES, SELLER'S Service Rates & Standard Service Conditions are hereby incorporated by reference and made a part of this AGREEMENT. In the event of a conflict between the terms of this AGREEMENT and any incorporated terms, the terms of this AGREEMENT shall prevail. SELLER reserves the right to file a mechanic's or other lien in the case of BUYER'S failure to pay for GOODS, PARTS or SERVICES. Neither this AGREEMENT nor any right, responsibility or obligation of BUYER hereunder may be assigned by BUYER without the prior written consent of an authorized representative of SELLER. SELLER shall use reasonable efforts to permit BUYER inspection and expediting. Arrangements for same shall be approved in advance by SELLER and arranged by BUYER at least thirty (30) days in advance. All BUYER-incurred costs relating to inspection and/or expediting shall be for BUYER'S account. Return of GOODS or PARTS shall require the prior written approval of SELLER. SELLER reserves the right to source material from anywhere in the world. BUYER warrants that no part of the GOODS or PARTS shall be utilized in any type of nuclear use, plant, operation or otherwise.

**13. GENERAL PROVISIONS / ENTIRE AGREEMENT:** EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS DOCUMENT AND THE FACE OF BUYER'S

PURCHASE ORDER TO SELLER (AND IF THIS AGREEMENT IS FOR SERVICES, SELLER'S SERVICE RATES & STANDARD SERVICE CONDITIONS) SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER AND CAN ONLY BE MODIFIED BY A WRITING SIGNED ON BEHALF OF BUYER AND SELLER BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES. SHOULD ANY PART OF THIS AGREEMENT BE DEEMED INVALID BY A COURT OF LAW, THAT SHALL NOT CONSTITUTE AN INVALIDATION OF ANY OTHER PART OF THIS AGREEMENT. SECTION HEADINGS HEREIN ARE FOR PURPOSES OF CLARITY ONLY AND ARE NOT TO BE CONSIDERED A PART OF THIS AGREEMENT. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO SELLER'S TERMS AND CONDITIONS AS SET FORTH HEREIN AND THE REJECTION OF ANY OTHER TERMS. ACCEPTANCE BY BUYER OF GOODS, PARTS OR SERVICES SHALL CONSTITUTE UNEQUIVOCAL ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PAST PRACTICE, INDUSTRY STANDARDS OR PRACTICES OR PREVIOUS COURSE OF DEALING OR TRADE SHALL NOT CONSTITUTE ANY SUPERSESSION OF THE TERMS AND CONDITIONS CONTAINED HEREIN. FAILURE OF SELLER TO EFFECT ANY AVAILABLE RIGHT OR REMEDY SHALL NOT OPERATE AS A WAIVER OF SAME. BUYER ACKNOWLEDGES THE IMPORT OF THESE TERMS & CONDITIONS CONTAINED HEREIN AND UNDERSTANDS THE CONTRACTUAL OBLIGATIONS CREATED.