



GENERAL TERMS AND CONDITIONS OF SALE

1. Contract

These General Terms and Conditions of Sale, together with any order-specific information (such as the identification of the Equipment being purchased, quantities, and proposed shipment dates) contained in the applicable purchase order (collectively, the "Agreement"), shall govern the sale of all equipment, goods, and services (the "Equipment") by the applicable Zehnder Group affiliate with whom a purchase order is placed (the "Seller") to the purchaser (the "Buyer"). All Equipment is sold and delivered only under this Agreement. Modifications are void unless in writing and signed by Seller's authorized representative. In the event of conflict between the terms and conditions of this Agreement and any other forms, purchase orders, documents or instruments of Buyer, the provisions of this Agreement shall prevail. Buyer's purchase order is subject to acceptance by Seller. Seller reserves the right to correct typographic or stenographic errors on any document related to the transaction to which these terms and conditions relate.

2. Prices

This Agreement supersedes all previous quotations and proposals. Unless otherwise specified, prices quoted do not include any applicable property, sales, use, value added taxes, privilege or other taxes, or any export or import taxes, customs duties, tariffs, brokerage fees, freight, insurance, container packing or the like (collectively "Taxes"), all of which shall be for the account of and be paid by Buyer. Applicable Taxes, if any, shall be paid by Buyer either directly to the applicable taxing authority or, if required to be collected by Seller, to Seller upon receipt of Seller's invoice for the amount of the tax. In the case of controversy as to whether this transaction is taxable, Buyer shall remit the amount of the Tax to Seller pending a specific ruling from the taxing authority which assesses or collects the tax. Seller may, by giving notice to Buyer at any time before delivery, adjust the price of the Equipment to reflect any material increase in the cost to Seller of supplying the Equipment (such as, but not limited to, costs of materials or transportation).

3. Payments

Terms of payment shall be as specified on the sales order acknowledgment. If shipments are delayed by Buyer, invoices may be rendered on date(s) Seller is prepared to make shipment(s). If completion of manufacture or shipment is delayed by Buyer, invoices may be rendered when delay is ascertained, based upon percentage of completion. Equipment held as a result of Buyer's inability or refusal to accept delivery are at the risk and expense of Buyer. Interest at the rate of one and one-half percent (1-1/2%) per month (not to exceed the maximum interest allowable by law) shall be paid on the unpaid balance of any invoice not paid in full by Buyer within ten (10) days of the due date thereof. Such interest shall be in addition to the purchase price payable hereunder. In the event Seller commences a legal action or suit to collect the purchase price or any part thereof, Buyer shall, in addition to the full purchase price, be

Airia Brands Inc.

511 McCormick Blvd. London, Ontario, Canada | N5W 4C8
1-855-247-4200 | lifebreath.com



liable for all costs and expenses of such legal action or suit (including reasonable attorneys' fees).

4. Shipment

Shipment/delivery dates are approximate. Unless otherwise specified on the face hereof, all Equipment will be shipped Ex Works (EXW) (Intercoms 2020) from the applicable Seller facility. Risk of loss shall pass to Buyer upon delivery of the Equipment to the common carrier. If freight must be prepaid, payment will be made for the account of Buyer.

5. Damage Claims; Shortages

All claims for damaged or missing Equipment must be noted on the bill of lading at the time of receipt and Buyer must immediately thereafter file a claim with Seller and the freight carrier. Seller shall not have any liability for, nor any obligation to consider, any claim for damaged Equipment or Equipment shortages which are not received by Seller, in writing, within three (3) days of Buyer's receipt of shipment. Claims so received by Seller within such three-day period will be considered by Seller, but will only be allowed when justified in Seller's opinion.

6. Loss, Damage or Delay

Seller shall not be liable for any breach of covenant or condition, or any loss, injury, delay, damages or other casualty arising out of any labor disturbance, embargo, riot, storm, fire, explosion, act of God, war, act of hostility, inability to obtain necessary labor or raw materials from usual suppliers, breakdown of manufacturing facility, change in economic conditions, disease, epidemic or pandemic, government shutdown, or any cause beyond Seller's control.

7. Buyer Specifications

If Seller prepares Equipment in accordance with Buyer's specifications or instructions, Buyer represents that: (a) the specifications or instructions are complete and accurate and comply with all applicable laws and regulations; (b) the Equipment will be fit for the purpose for which it has been designed and Buyer's intended use of the Equipment; and (c) Buyer's specifications will not result in the infringement of any third-party intellectual property rights. Seller shall not be liable for the performance or suitability of Equipment manufactured in accordance with Buyer's specifications.



8. Limited Warranties; Disclaimers

Seller guarantees material and workmanship of the mechanical parts of the Equipment furnished hereunder as follows:

HRV Residential	- Lifetime on the core - 5 years on other components
HRV Commercial	- 15 years on the core - 2 years on other components
ERV Commercial	- 5 years
Accessories	- 1 year
Replacement Parts	- 1 year
TFP	- 4 years
All other Equipment	- 2 years

In each case, such warranty period shall commence on the date of shipment. For the purposes of the limited warranty, "Lifetime" is defined as the period for which the original residential customer owns the single-family residential property in which the Equipment was installed. The limited warranty is conditioned upon the Equipment having been properly cared for and operated under normal conditions and in accordance with Seller's specifications and provided Buyer promptly notifies Seller in writing of any warranty claim hereunder. Seller shall repair or shall procure replacement or repair by any third-party manufacturer of defective parts according to the terms of the manufacturer's warranty. Seller shall not be liable for any repairs or alterations made by Buyer or others without Seller's written consent. Parts and accessories furnished by third parties are warranted only to the extent of the original manufacturer's guarantee to Seller. EXCEPT FOR THESE EXPRESS WARRANTIES, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR DESIGN. Any sample or literature exhibited to Buyer was to illustrate the general type of goods and not an affirmation that the Equipment will conform. No employee or representative of Seller has authority to bind Seller to any representation, affirmation or warranty not specifically included herein.

9. Limitation of Liability

All remedies of Buyer arising out of this transaction or with respect to the Equipment shall be limited exclusively and in lieu of any and all other remedies to those contained in these terms and conditions, whether based upon breach of warranty, contract, negligence, strict liability or any other theory. Seller's liability is limited to the repair or



replacement of defective or nonconforming Equipment as hereunder described. IN NO EVENT WHATSOEVER SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSSES OF BUYER ARISING OUT OF THIS TRANSACTION OR THE USE OR THE MISUSE OF ANY EQUIPMENT OR ANY PART THEREOF, WHETHER BASED UPON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY.

Any modification, misuse or attempted repair of Equipment made by Buyer or third parties without Seller's prior written consent voids any and all warranties with respect to such Equipment.

In no event shall Seller's aggregate liability for any and all claims arising from or relating to the purchase and sale of Equipment exceed the lesser of (a) the purchase price received by Seller for such Equipment or (b) \$5,000.

10. Intellectual Property and Confidential Information

Seller retains ownership of all intellectual property rights related to the Equipment. Technical information contained in plans, drawings, specifications, photographs and other documents disclosed or furnished by Seller constitutes confidential and proprietary property of Seller. Buyer, in the absence of express prior written permission of Seller, and unless required by applicable law or securities regulation, shall hold all such confidential and proprietary information in confidence and may not sell or dispose of any portion thereof.

11. Default

If Buyer fails to pay all or any part of the sums due or to become due to Seller, keep and perform any of Buyer's obligations herein, become insolvent or become a party to any federal or state insolvency proceeding or receivership, or become a judgment debtor, any sum due or to become due may, at the option of Seller, become immediately due and payable in full and concurrently, or in the alternative Seller may at its option terminate this Agreement and exercise any other remedies available under applicable law. Waiver of any default shall not be a waiver of any other subsequent default.

12. Indemnification

Buyer shall indemnify, defend and hold Seller harmless from all claims, liabilities, damages, costs and expenses incurred in connection with any third-party demand, claim, allegation, action or proceeding made or commenced against Seller or to which Seller is made a party, relating in any manner to the Equipment, except only to the extent it is determined that Seller's acts or omissions caused any damages to the party or parties seeking recovery for the same.



13. Cancellation

This Agreement may be cancelled by Buyer only with the written consent of Seller and upon reimbursement for any and all expenses and other losses incurred as a result of such cancellation including Seller's actual out of pocket costs, overhead and anticipated profit.

14. Permits

Buyer will secure and provide, at its own expense, any and all necessary licenses, permits and inspections necessary to permit the lawful purchase, installation and use of the Equipment.

15. Changes

Seller reserves the right to make, at any time, such changes in Equipment design, selection or components, construction, arrangement or equivalent as shall in its judgment constitute an improvement over former practice. Changes in materials, supplies, labor and/or changes made at the request of Buyer shall be at the expense of Buyer. Buyer shall pay for the same upon receipt of Seller's invoice. Changes or alterations made by Buyer or made by Seller (over its recommendation against the same) shall be Buyer's risk and responsibility.

16. Title

Until such time as the entire purchase price of the Equipment has been paid: (i) the Equipment shall remain the property of Seller; (ii) Buyer must store all Equipment supplied by Seller separately from other goods and in suitable conditions and so that the Equipment is clearly labelled and identifiable as Seller's property; (iii) Buyer may sell the Equipment in the ordinary course of its business unless and until (a) Seller revokes the right to sell in writing or (b), Buyer becomes insolvent. If Equipment is sold prior to payment in full for such Equipment, the proceeds from such sale shall be held in trust for Seller and Buyer shall remit to Seller such proceeds on demand. If Buyer's right to sell the Equipment ends, Buyer shall return such Equipment to Seller at Buyer's sole expense. Buyer authorizes Seller to execute and record on behalf of Buyer such financing statements and other instruments as Seller may deem necessary to notify the public of Seller's title to the Equipment. Until Seller has been paid in full, Buyer shall maintain all risk insurance on the Equipment, protecting against any loss or damage thereto and Seller shall be named as loss payee thereof with respect to the Equipment. Buyer shall provide Seller proof of such insurance upon demand.



17. Notices

Notices may be delivered by nationally recognized overnight courier or fax, with proof of delivery, or by United States mail, registered or certified mail, with postage prepaid, in each case addressed to the party being notified at such party's address referred to on the face of this Agreement, or at such other address as such party shall have notified the other party in writing.

18. Not Transferable, Captions

This Agreement is not transferable or assignable by Buyer without the prior written consent of Seller. Paragraph captions are for convenience only and shall not be construed to define or limit the operative provisions of this Agreement.

19. Amendments

No amendment, change to or modification of this Agreement, or any of the schedules or attachment hereto, shall be valid unless the same shall be in writing and signed by the party or parties to be charged therewith.

20. Data Privacy

Buyer consents to the collection, use, and disclosure of its business contact information by Seller for the purposes of fulfilling this Agreement, processing payments, and for other business purposes, including marketing communications. Seller shall manage such information in accordance with applicable privacy and data protection laws.

21. Business Ethics

Seller operates under the "Zehnder Group Code of Conduct," available on the Zehnder Group website and the following link: (https://www.zehndergroup.com/fileadmin/user_upload/Group/Investor_Relation/Corp_orate_Governance/code-of-conduct-2023.pdf) Buyer shall adhere to business principles consistent with this code and to uphold the highest ethical standards. Any violation shall be considered a material breach of this Agreement.

22. Export Controls

Buyer acknowledges that the Equipment may be subject to sanctions or export control regulations. Buyer is solely responsible for ensuring compliance with all applicable local and international laws if it exports the Equipment and shall indemnify Seller against all claims arising from any non-compliance.

23. Applicable Law

If the Equipment is purchased from a Seller located in the United States, this transaction shall be governed by the laws of the State of New York and the federal laws of the United States applicable herein. Any and all actions and proceedings relating to



or arising from this Agreement shall be commenced and shall remain in New York State Supreme Court, Erie County, or in the United States District Court for the Western District of New York, and Buyer consents to the personal jurisdiction of such courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

If the Equipment is purchased from a Seller located in Canada, this transaction shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable herein. Any and all actions and proceedings relating to or arising from this Agreement shall be commenced and shall remain in courts of competent jurisdiction located in London, Ontario. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

24. Returns

Equipment may be returned only with the Seller's prior written consent, and then only on such terms as the Seller may specify. All returns will be subject to a 45% handling charge, and freight must be prepaid by Buyer. Seller will not accept returns of any discontinued, custom, modified, configured-to-order, special-order, or non-standard Products, nor any Products returned more than six (6) months after the date of purchase. All returned Products must be in their original, unopened, undamaged packaging and must pass Seller's final inspection and acceptance. No credit will be issued for Products rejected by Seller, and such Products will be returned to Buyer at Buyer's expense.

