

# General Terms and Conditions of Sale

Effective: January 1, 2026

## 1. Applicable Terms and Conditions.

These general terms and conditions of sale (“**Terms and Conditions**”) govern the sale by Solinst Canada Inc. and Solinst Eureka LLC (collectively, “**Solinst**”) of products and related services, if any (collectively, the “**Products**”), referred to in Solinst’s [quotation, proposal, order acknowledgement, or invoice], as the case may be (collectively referred to as the “**Solinst Documentation**”).

Solinst’s offer to sell the Products to you (“**Buyer**”) is expressly conditional upon Buyer’s acceptance of these Terms and Conditions, as evidenced by Buyer’s issuance of an order for Products, Buyer’s acceptance of any Products ordered, or Buyer’s payment for any Product ordered. If any additional or different terms and conditions are included in any Buyer purchase order, other documentation or other communication made by Buyer (collectively, “**Buyer Forms**”), unless expressly agreed to in writing in a separately signed document by Solinst and Buyer] Solinst hereby objects and rejects all such additional or different terms and conditions in any Buyer Forms, and no terms and conditions in any Buyer Forms will become part of the contract between Solinst and Buyer or bind Solinst.

If any of these Terms and Conditions conflict with the Solinst Documentation, these Terms and Conditions will prevail.

These Terms and Conditions are subject to change at any time in Solinst’s sole discretion, provided that any such changes will not apply to any pre-existing orders.

## 2. Payment

All orders are subject to credit approval. Solinst reserves the right to grant, modify, withdraw, or limit credit terms at its sole discretion.

Solinst’s standard payment terms are net thirty (30) days from the date of invoice for customers with approved credit. Customers without established credit shall be required to prepay orders until credit terms are granted. Buyer shall pay in full the total purchase price for the Products as set forth in the applicable Solinst Documentation within the payment terms indicated on Solinst’s invoice or, if no specific due date is stated, within thirty (30) days of the date of invoice.

Solinst’s quotations, order acknowledgments, and invoices set out applicable payment terms.

If any amount is not paid when due, Solinst reserves the right to charge interest on overdue amounts at a rate not exceeding one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, calculated from the due date until paid. Solinst also reserves the right to suspend shipments or require prepayment if any account becomes overdue.

Invoices are issued in Canadian dollars for shipments within Canada and in United States dollars for shipments outside Canada, unless otherwise agreed in writing.

## 3. Limited Warranty

Generally, but subject to the other provisions of this Section [5], Solinst warrants that all new Products manufactured by it and that are purchased by Buyer directly from Solinst (or an authorized distributor of Solinst) will be free from defects in material and workmanship for a period of three years from the date of shipment from the applicable Solinst location. However, the following Products have shorter warranty periods as described in the following table:

Product	Warranty Period
3001 Levellogger 5 Junior	One year
880 Field Tables	One year
9100 STS 5	One year
9200 RRL 5	One year
9700 SolSat 5 Telemetry Systems	One year
401 Waterloo Multilevel Systems	One year
403 CMT Multilevel Systems	One year
415 12V Submersible Pump	Ninety days

If Solinst documentation specifies a different warranty period, that warranty period will apply.

For Products that include Solinst embedded software or firmware, such software of firmware is covered under the foregoing warranty during the applicable warranty period only to the extent that such software or firmware are necessary for the Product to operate as described in the Solinst documentation but is not otherwise covered under the foregoing warranty. Software and firmware updates and new features are not included as part of the warranty unless agreed to in writing by the Seller and Buyer in a separately signed agreement.

The foregoing warranty applies to (i) the original Buyer purchasing directly from Solinst, or (ii) the first end user purchasing the Product through an authorized Solinst distributor.

This warranty is not otherwise transferable. Any resale, assignment, or transfer of the Product outside of Solinst’s authorized distribution channels, or without Solinst’s prior written approval, shall void this warranty.

The foregoing warranty will cover defects in material and workmanship only to the extent that such defects: (i) arise under normal use of the Product for the purposes for which the Product is intended; (ii) the Product is installed, operated, and maintained in accordance with the applicable Product documentation and Solinst Documentation; and (iii) the Product is properly maintained and operated only within its published design specifications.

The forgoing Product warranty does not cover or extend to, and Solinst shall have no warranty obligation to Buyer with respect to: (i) consumable or expendable Product parts such as batteries, cables, tubing and connectors; (ii) damage to any Product caused by normal wear and tear, accident, misuse, neglect, improper installation or storage, inadequate maintenance, calibration errors, or unauthorized repair or modification; (iii) operation of any Product as indicated in Solinst User Guides; (iv) damage to any Product resulting from acts beyond Solinst’s control including power surges, acts of God including lightning, flooding, fire, wind, snow, hail, extreme temperatures or pressures, corrosion, or other natural events or disasters; (v) cosmetic damage to Products that not affect the Products functionality; (vi) Products with serial numbers removed, defaced or altered; (vii) Products resold outside of Solinst’s authorized distribution channels or transferred without Solinst’s prior written approval. For clarity, the rental or lease of Products by an authorized distributor or rental partner shall not, in itself, void the warranty; however, the warranty applies only to the original Buyer or authorized rental partner and is not extended to subsequent renters or users of; (viii) products or any part or component of the Products that are not manufactured by Solinst (however, such products, parts or components of the Products may be warranted by the relevant third party and Solinst will, where possible, extend to the Buyer and such third party warranty); Solinst’s software or firmware (except as set out above); and (iv) any cloud based and third-party service provider services available via our website.

In order to avail itself of the forgoing warranty, the Buyer must: (i) contact Solinst to obtain for a Return Material Authorization (RMA) number; (ii) provide Solinst proof of purchase of the Product subject to the warranty claim and a description of any defect in the material or workmanship of the warranted goods; (iii) ship the defective Product, freight and insurance prepaid, to the address specified by Buyer by Solinst. The Buyer will be responsible for any loss or damage of the Product during shipment.

Upon receipt by Solinst of the Product, Solinst will evaluate the Product, within a reasonable period of time, and if the defect is covered by the forgoing warranty Solinst shall, in its sole discretion, repair or replace the Product with a new or refurbished Product, or, if repair or replacement is not practical, refund the purchase price paid by the Buyer for the warranted Product. If a warranty claim is accepted, Solinst will cover the cost of return shipment.

The foregoing warranty is exclusive and in lieu of any and all other express or implied warranties, guarantees, conditions, or terms of whatever nature, including, without limitation, any implied warranties or merchantability and fitness for a particular purpose which, to the fullest extent permitted by law, are hereby expressly disclaimed and excluded.

#### 4. Title, Delivery and Risk of Loss

Title to and risk of loss for all Products pass to the Buyer upon shipment from Solinst's facility.

Shipment method is determined by the Buyer and may be made either collect on the Buyer's carrier account or prepaid on Solinst's account. Where shipment is made prepaid, Solinst will invoice the Buyer for the actual freight charges billed by the carrier or forwarder. If a shipment is arranged collect but the carrier invoices Solinst, Solinst reserves the right to charge such amounts back to the Buyer.

For shipments involving cross-border importation, Solinst will specify whether it will act as importer of record. For shipments from Canada to the United States, Solinst may prepay duties and brokerage and act as importer of record. In all other cases of international shipment, the Buyer is responsible for customs clearance, duties, brokerage fees, taxes, and all other import-related charges. For domestic shipments within the country of origin, importation provisions do not apply.

#### 5. Returns and Cancellations

Orders may not be cancelled without Solinst's prior written consent. Solinst may, in its discretion, permit cancellation of an order provided that production has not commenced and the Products are not custom, special-order, or non-standard items. Solinst reserves the right to designate certain Products as non-cancellable in the applicable Solinst Documentation. If cancellation is approved after production has commenced, Buyer shall be responsible for costs incurred by Solinst, including materials, labor, and administrative charges.

Once delivery of the Products has been accepted, the Buyer is deemed to have accepted the Products.

No Products may be returned without a Return Material Authorization (RMA) number issued in advance by Solinst. All returned Products must be shipped freight prepaid unless otherwise agreed in writing. Solinst reserves the right to refuse unauthorized returns.

Returned equipment must include a completed Cleaning Certification confirming that the Products have been properly cleaned and are free from hazardous, toxic, or otherwise harmful materials. Solinst relies on the accuracy of this certification to protect its employees. Solinst reserves the right to refuse any returned Products that have not been properly cleaned. The Buyer shall be responsible for all costs associated with return shipment, cleaning, handling, and any applicable administration fees where returned Products do not comply with these requirements.

Repairs covered under the applicable warranty policy are not subject to an assessment fee. For out-of-warranty repairs, an assessment fee per Product will apply, and return freight costs shall be the responsibility of the Buyer. If no fault is found, the assessment fee remains payable. If the Buyer does not provide directions within sixty (60) days following issuance of a repair quotation, Solinst reserves the right to charge a holding fee of \$100 per month per RMA for Products retained at Solinst's facility.

New and unused Products returned for credit are subject to a restocking fee. Any approved credits will be applied to the Buyer's account; refunds will not be issued.

#### 6. Limitation of Liability

To the fullest extent permitted by law, in no event shall the total aggregate liability of Solinst and its officers, directors, employees or agents (who shall collectively be included in the definition of Solinst for the purposes of this section) for any or all damages or losses arising out of or occurring in connection with or in any way relating to: (a) these terms or conditions, (b) the use, inability to use or operation by the buyer of the products, or (c) from Solinst's obligations in connection with the products, including,

without limitation, the design, manufacture, sale and delivery of the products, exceed the amount actually paid by the buyer for the products giving rise to the liability. In no event will Solinst be liable to buyer for any indirect, consequential, special or punitive damages, including, without limitation, loss of revenue or profits, or damage to reputation or goodwill, even if it was aware of or has been advised of the possibility of such damages or losses. These limitations apply whether such liability arises in contract, tort, under statutory liability or any other legal theory.

#### 7. Force Majeure

Solinst shall not be liable to the Buyer for any failure to deliver or perform, or for any delay in delivering or performing, any obligations due to circumstances beyond Solinst's control including, but not limited to, acts of God, disease, pandemics and epidemics, acts of war, riots insurrection, rebellion, terrorism, embargo, acts of any governmental authority, labour shortages, strikes or disputes, unavailability of components materials, or parts, power, energy or transportation or delays in transportation. In event of any such delay, time for delivery or performance will be extended by a period of time necessary to overcome the effect of such delay, provided however, that should Solinst reasonably determine that any such delay in delivery or performance is likely to extend for a period of ninety days (90) days or more, Solinst may cancel or terminate any order subject to these Terms and Conditions and Solinst will have no liability or further obligation Buyer with respect to such order.

#### 8. Assignment

Buyer shall not assign its rights or obligations under these Terms or Conditions, without the prior written consent of Solinst. Such consent shall not relieve Buyer from any of its obligations and liabilities hereunder.

#### 9. Headings, Severability and Waiver

Headings and section references are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Condition. The invalidity of any provision of these Terms and Conditions or portion of a provision, shall not affect the validity of any other provision of these Terms and Conditions or the remaining portion of the applicable provision. No waiver of any provision of these Terms and Conditions shall be binding unless executed in writing by the party to be bound. No waiver of any provision of these shall constitute a waiver of any other provision, nor shall any waiver of any provision of any of these Terms and Conditions constitute a continuing waiver unless otherwise expressly provided.

#### 10. Governing Law

These Terms and Conditions shall be governed and construed as follows:

- a. For Products sold by Solinst Canada Ltd., these Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of Ontario situated in the City of Brampton, and appellate courts therefrom.
- b. For Products sold by Solinst Eureka LLC, these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. The parties irrevocably attorn and submit to the exclusive jurisdiction of the state and federal courts located in Texas.

Each party waives any objection to the venue of any proceeding in such courts, including any claim that such forum is inconvenient.