

**CLEAN WORKS INC. TERMS AND CONDITIONS OF SALE
AND LIMITED WARRANTY**

1. Incorporation and Acceptance

These Terms and Conditions of Sale and Limited Warranty (the "Terms and Conditions") are incorporated into and form part of every quotation issued by Clean Works Inc. (the "Seller") to the purchaser identified in the applicable quotation (the "Purchaser"). The applicable quotation, together with these Terms and Conditions, constitute the agreement between the parties (the "Quote").

The Purchaser accepts these Terms and Conditions and forms a binding agreement with the Seller upon the earliest of: (a) signature of the Quote by the Purchaser; (b) issuance of a purchase order referencing the Quote; or (c) payment of the Deposit. In the event of any conflict between the Quote and these Terms and Conditions, these Terms and Conditions shall govern.

These Terms and Conditions supersede all prior quotations, purchase orders, terms, and agreements, whether oral or written, between the parties relating to the Equipment. No purchase order terms, standard form terms, or other terms supplied by the Purchaser shall apply or override these Terms and Conditions, regardless of whether the Seller acknowledges or fails to object to such terms.

2. Definitions

"Equipment" means the Clean Flow system and any related equipment, components, parts, and accessories supplied by the Seller to the Purchaser under the Quote.

"Manual" means the operating, safety, and maintenance manual provided by the Seller with the Equipment, as updated from time to time.

"Purchase Price" means the price of the Equipment and related services as set out in the Quote.

"Site" means the Purchaser's facility at which the Equipment is installed or operated.

3. Selection of Equipment and Fitness for Purpose

The Purchaser acknowledges that it has selected the Equipment based on its own assessment of suitability for its intended use. The Purchaser has had the opportunity to inspect specifications, request demonstrations, and conduct independent due diligence prior to placing the order.

THE SELLER MAKES NO REPRESENTATION, WARRANTY, OR COMMITMENT THAT THE EQUIPMENT MEETS THE REQUIREMENTS OF ANY SPECIFIC LAW, REGULATION, STANDARD, CERTIFICATION SCHEME, RETAILER REQUIREMENT, OR THIRD-PARTY SPECIFICATION APPLICABLE TO THE PURCHASER'S OPERATIONS. The Purchaser is solely responsible for determining and ensuring that the Equipment, as installed and operated at the Site, complies with all applicable laws, regulations, and requirements.

4. Pathogen Reduction — Important Disclosure

THE PURCHASER ACKNOWLEDGES AND AGREES THAT PATHOGEN REDUCTION PERFORMANCE OF THE EQUIPMENT AT THE SITE IS NOT WARRANTED OR GUARANTEED BY THE SELLER UNDER THIS QUOTE.

Any pathogen reduction figures, log reduction values, or efficacy percentages referenced by the Seller — in this Quote, in marketing materials, on the Seller's website, in product brochures, in technical literature, in conversations with sales personnel or distribution partners, or in any other communication (including but not limited to references to "up to 99.9% reduction") — are based on laboratory testing conducted under controlled conditions and are provided for informational and reference purposes only. The absence or presence of any such figure in this Quote does not change this position. Such figures do not constitute a contractual commitment, representation, or warranty of performance at the Site.

Site-specific pathogen reduction performance is influenced by numerous variables, including but not limited to: product type, dwell time, conveyor configuration, conveyor load, product spread on the conveyor, product cut shape and size, moisture, microbial load, ambient conditions (including temperature and humidity), operator practice, maintenance practice, water quality, the Purchaser's use of compatible consumables, compliance with the Manual, and many other variables. Site-specific performance varies from installation to installation.

If the Purchaser requires a contractual commitment to a specific pathogen reduction figure at the Site, the Purchaser must separately order the Site Installation Pathogen Reduction Measurement Service from the Seller, on terms to be agreed in writing. Absent such a separate written agreement, no statement made by the Seller, its personnel, or its distribution partners shall be construed as a contractual commitment of site-specific pathogen reduction.

5. Delivery and Risk of Loss

Shipping dates given prior to shipment are estimates only. The Seller shall not be liable for delays resulting from causes beyond its reasonable control, including

without limitation: strikes, slow-downs, terrorism, fire, supply chain disruption, government orders or requests (domestic or foreign), floods, accidents, epidemics, pandemics, quarantine restrictions, embargoes, force majeure, or other conditions beyond the Seller's control.

All prices are F.O.B. St. Catharines, Ontario, Canada (or such other origin point as the Seller may specify). Delivery is deemed complete, and risk of loss passes to the Purchaser, upon loading of the Equipment onto the carrier at the third-party manufacturer's facility or the Seller's facility, whichever applies.

The Purchaser is solely responsible for: (a) arranging and paying for shipping, freight, and transportation; (b) arranging and paying for transit insurance; (c) all customs duties, taxes, brokerage fees, and import charges; and (d) any damage to the Equipment in transit.

6. Payment

The Purchase Price is payable in accordance with the payment schedule set out in the Quote. Standard payment schedule for equipment sales: 50% on signed order; 40% on shipment; 10% on installation or Site Acceptance Test, as specified in the Quote.

For subscription (OpEx) arrangements, the Purchaser commits to the full 48-month contract value (monthly fee × 48 months). Early termination obligations are as set out in the Quote or in a separate subscription agreement.

Any amount not paid when due shall bear interest at the rate of 1.5% per month (19.56% per annum) or the highest rate permitted by applicable law, whichever is less. The Purchaser shall be liable for all costs of collection, including reasonable legal fees on a full-indemnity basis.

All prices are stated in the currency specified in the Quote and do not include applicable Federal, Provincial, State, or local sales, use, value-added, or special taxes, all of which are the responsibility of the Purchaser.

7. Installation and Site Preparation

The Purchaser is responsible for site preparation at the Site, including without limitation: electrical supply, venting to atmosphere, level flooring, plumbing, drainage, and the engagement of qualified skilled trades. Costs of site preparation and any modifications to the Site are the sole responsibility of the Purchaser.

The Seller will provide installation requirements to the Purchaser for review and approval prior to site modifications. Installation support, training, or commissioning services beyond those expressly included in the Quote are available at the Seller's then-current rates.

8. Use, Compliance, and Consumables

The Purchaser shall operate the Equipment in strict compliance with the Manual, as updated by the Seller from time to time, and with all applicable laws, regulations, and safety guidelines. The Purchaser shall maintain an ongoing monitoring schedule of the Equipment to ensure it meets the Purchaser's required operating parameters.

The Purchaser shall use only Clean Works Solution and Clean Works replacement parts supplied by the Seller. Use of any other sanitation solution, replacement part, or modification by an unauthorized party shall void the Limited Warranty and shall release the Seller from all liability arising from such unauthorized use or modification.

9. Limited Warranty

The Seller warrants that, for a period of one (1) year from the date of shipment, the electronic components of the Equipment of the Seller's manufacture or assembly shall be free from material defects in materials and workmanship. The Seller's sole obligation, and the Purchaser's sole remedy under this warranty, is for the Seller, at its option, to repair or furnish a replacement for (but not remove or install) any component determined by the Seller upon test and examination to be defective within the warranty period.

The Purchaser shall notify the Seller in writing of any defect within thirty (30) days after the defect is discovered. No Equipment or component shall be returned without the Seller's prior written authorization.

The Limited Warranty does NOT apply to: (a) Equipment subjected to misuse, neglect, accident, improper installation, or use in violation of the Manual; (b) Equipment repaired or altered by any party other than the Seller or its expressly approved representatives; (c) Equipment with removed, defaced, or changed serial numbers or identification; (d) consumables; (e) components manufactured by suppliers other than the Seller (which carry only the manufacturer's own warranty); or (f) any performance metric, including pathogen reduction, at the Site.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN THIS SECTION 9, THE SELLER DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR CONFORMITY WITH DESCRIPTION.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SELLER SHALL NOT BE LIABLE TO THE PURCHASER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR AGGRAVATED DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION: LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, PRODUCT RECALL COSTS, REGULATORY FINES OR PENALTIES, LOSS OF GOODWILL, OR ANY DAMAGES ARISING FROM THIRD-PARTY CLAIMS AGAINST THE PURCHASER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, AND WHETHER OR NOT THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE SELLER'S AGGREGATE LIABILITY TO THE PURCHASER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE QUOTE, THE EQUIPMENT, OR THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE PURCHASE PRICE ACTUALLY RECEIVED BY THE SELLER FROM THE PURCHASER FOR THE EQUIPMENT GIVING RISE TO THE CLAIM.

The Purchaser acknowledges that the Purchase Price reflects the allocation of risk between the parties set out in these Terms and Conditions, and that the Seller would not enter into the Quote on different terms.

11. Indemnity

The Purchaser shall indemnify, defend, and hold harmless the Seller, its affiliates, and their respective directors, officers, shareholders, employees, agents, successors, assigns, and third-party manufacturers (collectively, the "Indemnitees") from and against any and all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including legal fees on a full-indemnity basis) arising out of or in connection with: (a) the Purchaser's use, operation, maintenance, repair, or possession of the Equipment; (b) any breach by the Purchaser of these Terms and Conditions; (c) any violation by the Purchaser of any law, regulation, or third-party right; (d) any claim by an employee, agent, customer, or third party of the Purchaser relating to the Equipment or its outputs; or (e) any claim relating to pathogen reduction, food safety, recall, or contamination at the Site.

12. Intellectual Property and Confidentiality

The Seller retains all right, title, and interest in and to all intellectual property associated with the Equipment, including without limitation: patents, patent applications, trademarks, copyrights, trade secrets, know-how, technical information, drawings, specifications, designs, processes, and methods. No license is granted to the Purchaser under any intellectual property of the Seller other than the limited right to use the Equipment in accordance with the Manual.

All quotations, specifications, drawings, technical data, pricing information, and other materials provided by the Seller to the Purchaser are the confidential and proprietary information of the Seller. The Purchaser shall not disclose such information to any third party or use it for any purpose other than the use and operation of the Equipment, without the Seller's prior written consent.

13. Data, Testing, and Trial Information

Where the Seller, the Purchaser, or any third party (including an academic institution or research partner) generates data, test results, validation reports, or performance information relating to the Equipment, the ownership, use, and disclosure rights to such data shall be governed by a separate written agreement signed by the Seller. In the absence of such a separate agreement, all such data shall be deemed the confidential and proprietary information of the Seller and may not be used or disclosed by the Purchaser without the Seller's prior written consent.

14. Order Cancellations and Returns

Once an order has been placed, all cancellations and returns are subject to a restocking and recovery fee, the amount of which shall be determined by the Seller based on the time and materials invested in producing the order. The Deposit is non-refundable except where the Seller is unable to deliver the Equipment due to its own fault.

15. Governing Law and Jurisdiction

These Terms and Conditions and the Quote 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 conflicts of laws principles. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario sitting in the City of Hamilton, and any appellate courts therefrom, in respect of any matter arising out of or related to the Quote or these Terms and Conditions.

The Purchaser waives any objection to venue, including the defence of forum non conveniens.

16. Force Majeure

Neither party shall be liable for delay or failure to perform any obligation under the Quote (other than payment obligations) to the extent caused by an event beyond its reasonable control, including without limitation: acts of God, war, terrorism, civil disturbance, fire, flood, earthquake, pandemic, epidemic, quarantine, embargo, strike, lockout, labour dispute, supply chain disruption, government action, or failure of utilities or telecommunications.

17. General

Assignment. The Purchaser may not assign the Quote or any rights under it without the prior written consent of the Seller. The Seller may assign the Quote in connection with a corporate restructuring, sale of business, or financing transaction without consent.

Waiver. No waiver of any provision of these Terms and Conditions shall be effective unless in writing and signed by the waiving party. No failure or delay in exercising a right shall constitute a waiver.

Severability. If any provision of these Terms and Conditions is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to render it enforceable.

Entire Agreement. The Quote, these Terms and Conditions, the Manual, and any attachments expressly incorporated by reference constitute the entire agreement between the parties relating to the Equipment. There are no representations, warranties, collateral agreements, or conditions, express or implied, other than as expressly set out herein.

Headings. Headings are for convenience only and do not affect interpretation.

Survival. Sections 4 (Pathogen Reduction), 9 (Limited Warranty), 10 (Limitation of Liability), 11 (Indemnity), 12 (Intellectual Property), 13 (Data), 15 (Governing Law), and 17 (General) survive termination or expiry of the Quote.

18. Purchaser Acknowledgment

By signing the Quote, issuing a purchase order referencing the Quote, or paying the Deposit, the Purchaser confirms that it has received, read, and accepts these Terms and Conditions in their entirety.

Clean Works Inc. — 453 Eastchester Avenue East, St. Catharines, ON L2M 6S2, Canada