

POSITECH INNOVATION INC.
TERMS AND CONDITIONS OF
SALE

1. AGREEMENT

All purchases orders, order confirmations, order confirmation changes and/or quotations for the purchase of products from Positech Innovation Inc. ("Positech") shall be governed by these terms and conditions (the "T&C"). Upon Positech order confirmation, these T&C become a binding contract with you (the "Buyer") and they supersede any other document or agreement unless approved in writing by Positech.

2. RETURNS, EXCHANGES, AND CANCELLATION

A return authorization number must be issued by Positech on all returns. Only unused, stock items, in re-sellable condition, in original packaging, with a delivery date of one (1) month or less will be considered for credit toward future purchases from Positech, with a restocking charge for an amount equivalent to 20% of the purchase price. All returns must be shipped to Positech freight prepaid.

If the Buyer wishes to cancel an order already accepted by Positech, the Buyer must send a written request to Positech, and Positech shall confirm in writing, within a reasonable delay, its authorization or refusal to cancel the order. Order cancellations are subject to cancellation charges as deemed applicable by Positech to cover all costs and expenses incurred prior to the cancellation of the order.

3. ADDITIONAL COSTS AND TAXES

The prices quoted do not include any governmental taxes or other applicable taxes. All such additional costs and taxes shall be paid by the Buyer.

4. PAYMENT AND CHANGES IN PAYMENT TERMS

Unless indicated otherwise in writing by Positech, the invoices shall be paid net 30 days from invoice date. Late payment shall bear interest at the rate of 2% per month (24% per year). Positech may modify at any time and at its sole discretion, the credit terms.

Should Positech believe in good faith that the Buyer's ability to make payments may be impaired, Positech shall have the right to cancel the order, in whole or in part. Under the circumstances, the Buyer shall remain liable for the payment of all products already delivered.

5. DELIVERY TERMS AND TITLE

Positech shall make the products available to the Buyer at Positech's place of business confirmed on the delivery notice sent by Positech to the Buyer and terms are EXW Positech's Place of Business (Incoterms 2010).

All transport, handling, brokerage, insurance costs, taxes and duties and any other costs are not included in the

price and are at the Buyer's expense, unless otherwise agreed upon with Positech in writing.

Title to all products shipped and all risk of loss or damage will be passed on to the Buyer upon acceptance of the delivery in accordance with the terms set forth hereinabove.

6. FORCE MAJEURE

Positech shall not be responsible for its inability to complete the Buyer's order under the terms, conditions and prices as contracted when prevented from doing so by any cause beyond its control, including but not limited to, Acts of God, strikes, inability to obtain labour, fuel or raw materials and extraordinary cost escalations in material or services. Positech shall promptly notify the Buyer of any such inability to perform.

7. WARRANTY AND LIMITATION OF LIABILITY

Metallic components of products purchased from Positech are warranted against defects in workmanship and material for a period of two (2) years from the date of purchase by the first consumer.

Textile components of products purchased from Positech are warranted against defects in workmanship and material for a period of ninety (90) days from the date of delivery of the product to the first consumer.

Non-metallic and non-textile components of products purchased from Positech are warranted against defects in workmanship and material for a period of one (1) year from the date of delivery of the product to the first consumer.

Positech's obligations under this warranty are limited to replacing (transportation costs at the Buyer's expense) or repairing, at its option, any products which under normal and proper use and maintenance are proved to be defective to Positech, in its sole discretion, within the warranty period, provided that Positech has had the opportunity to inspect them.

This warranty is not transferable and only applies to the first consumer purchase through an authorized Positech dealer.

This warranty does not cover products or parts thereof which (i) normally wear out due to the general wear and tear of standard use, (ii) are modified, altered, inadequately stored or kept, or (iii) are not installed, adjusted, used or maintained in accordance with Positech's instructions. In addition to the foregoing, this warranty does not cover punctures, tears, or burns.

THE FOREGOING IS POSITECH'S SOLE WARRANTY, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED AND DISCLAIMED TO THE FULL EXTENT PERMITTED BY LAW. In no event SHALL THE BUYER BE ENTITLED TO MORE THAN THE

PRICE OF THE PURCHASED PRODUCTS AT THAT TIME AS FINAL PENALTY AND DAMAGE. IN NO EVENT, WHETHER AS A RESULT OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL POSITECH BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, PROFIT OR REVENUE.

The Buyer understands and agrees that the Positech's products may be dangerous and result in injury, worsening of the condition or damage to property if not used properly. Consequently, the Buyer shall inform the user that he/she must (i) comply with all specifications, instructions and other requirements provided by Positech with the products, on Positech's website, in manuals, data sheets, on labels or packaging, and this T&C before making use of the products, and (ii) use the products under the supervision of a therapist in the case of severe deformities or when used for therapeutic purposes.

The Buyer shall hold harmless, indemnify and defend Positech from and against any and all claims, demands, causes of action, suits or judgments (including costs, expenses and reasonable attorney fees incurred in connection therewith) for the injury to any person or for loss of or damage to property arising out of or in connection with the improper use of the products whether or not caused by Buyer's negligence and for any default hereunder.

The Buyer may have additional rights by law which may vary from one jurisdiction to another. Positech does not hereby intend to limit or exclude the rights of the Buyer beyond the limits allowed by law.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

The Buyer shall not disclose, use or reproduce any confidential information obtained from Positech. The Buyer shall return all material containing Positech's confidential information upon Positech's request.

Unless otherwise agreed, the Buyer does not acquire any property rights in products designs, inventions, concepts, plans, drawings and documents which may have been made available to it. Positech shall also remain the exclusive owner of the intellectual property rights in connection to the products or to any information the Buyer may have obtained from Positech. Any use of this intellectual property is forbidden except as authorized in writing by Positech.

9. NON-WAIVER

The waiver by Positech of any of its rights under these T&C in any one or more instances shall not constitute a waiver of any other rights hereunder or of such rights on any future occasion.

10. ASSIGNMENT

This contract may not be assigned by the Buyer unless authorized in writing by Positech.

11. GOVERNING LAW AND JURISDICTION

These T&C shall be governed by and construed in accordance with the laws of the Province of Quebec. The parties irrevocably and exclusively attorn to the jurisdiction of the competent courts of the province of Quebec and elect domicile in the judicial district of Montreal for all intent and purposes. The parties agree that the United Nations Convention on Contracts for the International Sale of Products does not apply to this agreement and is strictly excluded.

12. SEVERABILITY

Should any provision of these T&C be or become illegal or unenforceable, in whole or in part, the remaining provisions in these T&C shall nevertheless be valid, binding and enforceable in accordance with their terms, unless the whole purpose of these T&C is therefrom affected.

13. ENTIRE AGREEMENT

These T&C shall be binding upon the parties and their assignees and constitutes the sole and exclusive agreement between the Buyer and Positech with respect to the matter contained herein and supersedes all prior representations and agreements. These T&C may not be altered, amended, modified or rescinded except by a writing signed by the Buyer and Positech.