

PRE-ORDER TERMS AND CONDITIONS

This Pre-Order Agreement (these “Terms” or “Agreement”) governs the placing of a pre-order (“Pre-Order”) with Intelline Inc. (“Intelline” or “we” or “us”) for an Intelline Modular Linear Generator system (“System”). Please read all of these Terms carefully before submitting your Pre-Order. By submitting your Pre-Order, you agree to be legally bound by these Terms.

1. No Obligations

- a. Each Pre-Order you submit for a System acts as a deposit for a future purchase of the System. You are under no obligation to purchase a System from us, and we are under no obligation to supply you with a System.
- b. These Terms do not constitute an agreement for the sale of a System and do not lock in pricing, a firm production slot, a firm delivery date, or specific System configuration. To complete the purchase or lease of a System, you will need to execute Intelline’s standard Agreement to Purchase (“Final Sales Agreement”) or Lease, which will include additional terms and conditions, including but not limited to the final price sheet for the System. Additional payment for the System, including taxes and other governmental fees, will be required at that time.
- c. We may decline Pre-Orders to avoid over-subscription or as we deem appropriate in our sole discretion. If your Pre-Order is declined, you will be notified, and your Pre-Order payment will be refunded.

2. Pre-Order Eligibility: Age and Residency; Entity Pre-Orders

You must be at least 18 years of age. If you are pre-ordering a System on behalf of a company, organization, or entity (an “Entity”), you represent and warrant that (1) you have the authority to bind that Entity to these Terms; and (2) such Entity agrees to be bound by these Terms.

3. Registration

When placing a Pre-Order for a System, you will be required to provide certain information, such as your address and billing information. You represent and warrant that all such information is true, accurate, and current and complete, and you shall update such information as necessary to maintain its truth and accuracy. Intelline shall have no responsibility or liability for inaccurate information or information that later becomes outdated and shall have no obligation to make efforts to determine the correct contact or shipping information. You can update your information at any time prior to your product being shipped by sending an email to sales@intelline.ca.

4. Payment

- a. You will be charged the fee indicated (the “Pre-Order Fee”) when you place your Pre-Order. Placing a Pre-Order constitutes your express agreement to be charged the Pre-Order Fee using your provided payment method without requiring further notice to, or consent from you. Your payment will be held by Intelline in a separate account designated solely for Pre-Orders and released for application towards the final sales price of your System when you execute the Final Sales Agreement.
- b. You shall be responsible for any and all currency conversion charges as well as sales, service, value-added, use, excise, and any other taxes, duties, and charges of any kind, if any, imposed by any federal, provincial or local government entity on any final sale price other than taxes imposed on, or with respect to, Intelline’s income.

5. No Guarantee of Shipping Date

You are pre-ordering a System that will be produced for you in the future and your priority will be set by the date of payment on your Pre-Order. The actual date for shipping for any accepted Pre-Order will depend on a variety of factors, including the date of payment on your Pre-Order, our manufacturing schedule, and the execution of the Final Sales Agreement. There is no guarantee as to shipping date based on your Pre-Order.

6. Cancellation/ Refund

You can cancel your Pre-Order and receive a full refund at any time after January 1st, 2023 by sending an email to sales@intelline.ca from the address you used to make the pre-order. You will receive your refund within approximately 3 business days. Intelline promotional items, if any, received at the time of Pre-Order are yours to keep even after cancellation. Intelline may cancel your Pre-Order at any time and will issue a full refund of your Pre-Order Fee to the address on file.

7. System Configuration

You understand that we may not have completed the development of the System or begun manufacturing the System at the time of your Pre-Order. You further understand that the System’s available features at the starting price have not yet been determined. By agreeing to these Terms, you represent and warrant to us that you understand that the System configuration may change prior to execution of the Final Sales Agreement.

8. Privacy Policy and Terms of Use

The information you provide with your Pre-Order will be used in accordance with our Privacy Policy and website Terms of Use, each of which is incorporated herein by reference and available on our website. Please read our Privacy Policy and Terms of Use carefully to understand Intelline practices regarding your information and how it will be treated. If you have questions regarding our Privacy Policy or Terms of Use, you should contact us by email at sales@intelline.ca.

9. Force Majeure

Your transaction does not create liability for Intelline or you for any failure to perform due to an event beyond our control, including, but not limited to, any Act of God, pandemic, epidemic, disease, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, unavailability of materials, strike, earthquake, flood or any other natural or man-made eventuality outside of our control.

10. Modification and Severability

We reserve the right, at our discretion, to change these Terms at any time. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of these Terms shall continue in full force and effect and the unenforceable provision shall be deemed to be modified solely to the extent necessary to make it enforceable.

11. No Waivers

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Intelline.

12. Assignment

You may not assign your rights under these Terms (or your Pre-Order) without our express prior written consent. Intelline may assign these Terms in our discretion without your consent.

13. Limitation of Liability

- a. IN NO EVENT SHALL INTELLINE, ITS AFFILIATES OR PARTNERS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF

(A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT A PROPOSED DEFENDANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

- b. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS INTELLINE, ITS AFFILIATES OR PARTNERS, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS, DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE LAWYER'S FEES) ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT. THIS DEFENCE AND INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMS.
- c. IN NO EVENT SHALL INTELLINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO INTELLINE PURSUANT TO THIS AGREEMENT.

14. Applicable Law

- a. These Terms, their subject matter and their formation, and any related disputes under any legal theory, are governed by and construed in accordance with the laws of the Province of Ontario, Canada with the exclusion of its conflict of laws rules. Intelline and you agree that the competent courts situated in Kitchener, Ontario have exclusive jurisdiction to settle any dispute, controversy or claim under any legal theory arising from or in any way connected with these Terms. Intelline and you consent to the jurisdiction of such court and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis.
- b. Clauses 1, 5, 8, 9, 10, 11, 12, 13 and 14 shall survive any termination of this Agreement.

15. Entire Agreement

Your Pre-Order confirmation and these Terms will be deemed the final and integrated agreement between you and us on the matters contained in these Terms. It shall supersede all prior and contemporaneous representations, warranties, agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. You agree that if any part of these Terms are deemed void, invalid, or unenforceable by the court of a competent jurisdiction, the remainder of the Terms remain in full force and effect.