

**OXO FAB INC. – 530 Des Actionnaires, Chicoutimi – Invitation to submit a TENDER**

Division No.: 07 – Chicoutimi Court No.: 15011005862248

File No.: 43-3092365

Tremblay & Cie Ltée  
TRUSTEE for the bankruptcy of

**OXO FAB INC.**

INVITATION TO SUBMIT A TENDER  
CONDITIONS AND RESERVATIONS

1. Tremblay & Cie Ltée (hereinafter referred to as the “Trustee”), in its capacity as trustee in charge of the bankruptcy of **OXO FAB INC.** (hereinafter referred to as the “Trustee or Seller”), offers for sale IN BLOCK OR IN PART the following patents, industrial designs, trademarks, equipment and inventory ( **GOODS** ), subject to the conditions of sale described herein:

<b>Lots</b>		<b>Numéros (au Canada et USA; enregistrés dans plusieurs autres pays)</b>	<b>Coût</b>
<b>Propriété intellectuelle</b>	<b>Intellectual property</b>		3 378 170 \$
VANNE A MANCHON AYANT DES BOITERS SUPERIEUR ET INFERIEUR, MONTES A PIVOTEMENT	PINCH VALVE HAVING PIVOTABLY MOUNTED UPPER AND LOWER CASINGS	2889790; 8894035	
VANNE A GUILLOTINE	KNIFE GATE VALVE	3011532;10323755	
Dessins industriels	Engineering, casting drawings, manufacturing drawings		
<b>Marque de commerce</b>	<b>trade-mark</b>	1582282;88058643	5 136 \$
<b>Stocks</b>	<b>Inventory</b>		
Valves, pièces pour valves	Valves and parts		567 632 \$
<b>Équipements</b>	<b>Equipment</b>		
banc d'essai pour valves	test bench for valves		370 216 \$
Chaîne d'assemblage	assembly line		220 125 \$
Équipement : chariot élévateur; compresseur; etc	equipment: lift, compressor, etc.		18 248 \$
Informatique	computers and programs		32 443 \$
Moules	molds		23 287 \$
<b>Total costs</b>			<b>4 615 257 \$</b>

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2. **Third Party Goods:** It is understood that goods marked “third party goods” or indicated as such are not part of the Goods offered for sale.
3. **Deadline for tender:** The deadline for tender is Tuesday, November 5, 2024, at 11:00 a.m. Tenders must be received:

By email addressed to [soumissions@tremblaycie.com](mailto:soumissions@tremblaycie.com). The email must indicate in its subject “SOUSSION OXO FAB”. Bidders would be well advised to request confirmation of receipt of their offer from the trustee.

4. **Decision on Bids:** Neither the highest nor any other tender will necessarily be accepted. Tenders will be opened after the date provided in the preceding paragraph and analyzed by the trustee and the inspectors of the estate.
5. **Deposit:** All tenders must be made in Canadian dollars and be accompanied by a deposit (“Deposit”) in an amount equal to 10% of the tender amount. Deposits must be made by bank transfer using the following details:

Bank: BMO, 1324 Talbot Blvd., Chicoutimi G7H 4B5  
Transit: 02585  
Account: 1992659  
Beneficiary: Tremblay & Company syndics et gestionnaires Ltée.

6. **Withdrawal of Bid:** Tenders constitute a firm offer that cannot be revoked. In the event that:
  - 6.1. The potential Buyer withdraws its tender during the 48 hours preceding the opening of bids,
  - 6.2. The prospective Buyer wishes or attempts to withdraw its tender at any time prior to receiving written notice from the Trustee advising it of the acceptance or rejection of its tender,
  - 6.3. A tender has been accepted and approved, and the Buyer does not complete the sale,

The Trustee then has the option of retaining the Buyer's Deposit as damages or exercising other remedies, in which case the Deposit would be presumed to be held by the Trustee as security against the Buyer's failure to comply with its possible obligations.

7. **Refund of Deposit:** The Deposit accompanying a tender will be refunded in the event of rejection of the tender, unless it is retained pursuant to paragraph 6 above.
8. **Acceptance:** If a tender is accepted, the Trustee must notify the selected Buyer in writing no later than November 29, 2024.
9. **Agreement:** Acceptance of a Tender shall constitute an agreement of purchase and sale of the Goods (“Agreement”) between the Company and the Buyer as of the Closing Date.

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10. **Warranties:** The Goods are sold as is where is, at the Buyer's own risk, without any legal or conventional warranty, either implicit or explicit, nor, in particular and without limiting the generality of the foregoing, any warranty as to the place of collection, description, use, condition, quality, value, merchantability, working order, environmental condition, title or otherwise. It shall be presumed that by submitting their tender, the Buyers acknowledge that they have carried out an inspection of the Goods and have relied entirely on such inspection, or on their personal knowledge of the Goods, that any information obtained from the Trustee concerning the Goods has been provided to them for the sole purpose of facilitating their task, without any guarantee or commitment as to the accuracy or completeness of the information, and that no information given by the Trustee to the Buyers constitutes an element of the Agreement which could result from the acceptance of the tender.
11. **Closing**
  - 11.1. The date of signing of the deed of sale is hereinafter referred to as the "Closing".
  - 11.2. The Closing must take place within five days following the date of acceptance of the tender, or the day agreed by the Buyer and the Trustee.
12. **Tax Liability:** Duties and taxes associated with the sale, including customs duties, provincial sales taxes and goods and services taxes, if applicable, will be borne by the Buyer, in addition to the purchase price. The Buyer will be responsible for all such taxes, and such liability and related obligations will survive the Closing and transfer of title to the Buyer.
13. **Payment of Balance:** The balance of the purchase price, including applicable taxes, will be paid in full by the Buyer at Closing.
14. **Taking Possession:** The Buyer shall take possession of the Goods as is where is, at its own expense, without any liability to the Trustee, within five days of receipt of notice of acceptance of its tender, or on such day as the Buyer and the Trustee may agree. If any or all of the Goods purchased are to be removed from the premises, liability for any damage to the premises resulting from such removal shall be borne by the Buyer. In any event, the Buyer shall indemnify the Seller against all costs and claims arising from damage to the premises.
15. **Title:** Title shall not pass to the Buyer and the Buyer shall not take possession of the Goods until payment of the purchase price and any other payments have been made in full by the Buyer.
16. **Legal costs:** The Buyer will bear:
  - 16.1. All costs incurred in connection with title searches, appraisals and other consultations made at the request of or at the initiative of the Buyer;
  - 16.2. All costs associated with the deed of sale, its registration and its copies, one of which must be given to the Trustee and the Company, as well as all associated costs.

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17. **Risk of Loss:** Until Closing, all risks of loss or damage to the Property by fire or other cause shall be borne by the Seller. If, prior to Closing, the Property is substantially damaged or destroyed by fire or other cause, the Buyer or the Seller may terminate the Agreement by written notice to the other party. In such event, the Agreement shall automatically terminate and become void, and the Deposit shall be returned to the Buyer, without interest, costs, set-off or deduction. Neither party shall be liable to the other for damage to the Property or related costs.

The Buyer's option to terminate the Agreement must be exercised within ten days of receipt of a written request from the Trustee to this effect.

If Buyer does not exercise this option, Buyer will be entitled to the insurance proceeds only, not to exceed the lesser of the insurance proceeds or the amount of its offer and must proceed with the Closing.

In this paragraph, damage will be considered significant if the cost of repairs directly associated with the damage represents at least 50% of the sale price of the property.

18. **Default by Buyer:** In the event that Buyer defaults on its obligations under the Agreement, Buyer shall be liable for any additional costs incurred as a result of the default and, if Buyer refuses to pay, the Trustee may rescind acceptance of the tender. In such event, the Trustee may retain the Deposit as damages or pursue other remedies, in which case the Deposit shall be deemed to serve as security for Buyer's eventual obligation.
19. **Assignment of Rights:** The Buyer may not transfer or assign to a third party its rights under the Agreement, unless it has the express written consent of the Trustee. In the event that the Trustee gives its consent, the Buyer and the designated assignee become jointly liable for the Buyer's obligations under the Agreement.
20. **Inspection:** To inspect the Goods and obtain additional information, please contact Denis Maltais:

418-549-5642

[denis.maltais@tremblaycie.com](mailto:denis.maltais@tremblaycie.com)

21. **Notice:** Any notice provided for the purposes described herein must be in writing, by email:

*To the trustee,*

Tremblay & Cie Ltée

Email: [denis.maltais@tremblaycie.com](mailto:denis.maltais@tremblaycie.com)

*To the buyer,*

at the email indicated in the tender

All notices sent by email will be deemed to have been received the same day if sent before 4:30 p.m. on a business day. Otherwise, they will be deemed to have been received on the next business day. Notices delivered by hand will be deemed to have been received on the day of delivery. A "**business day**" excludes Saturdays, Sundays and holidays declared as statutory holidays in the Province of Quebec.

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22. **Conditions of Sale and Reservations:** The Conditions of Sale and Reservations form an integral part of this invitation and any tender resulting therefrom. A tender by a prospective Buyer shall constitute an acknowledgement by the prospective Buyer that it has fully read the conditions of sale and reservations described herein, that it has received a proper explanation of each of said conditions and reservations and that it has understood the explanations and irrevocably accepts the conditions of sale and reservations.
23. **Applicable Law:** The Agreement is made in accordance with the applicable laws of the province of Quebec and is governed by those laws.
24. **Time Limit:** In the event of any time limit stipulated herein, if it expires on a day other than a business day, the time limit shall be extended to the next business day. It is important that the transactions contemplated herein be completed promptly.
25. **Validity of the conditions of sale and reservations after the Closing:** The conditions of sale and reservations will remain in full force and effect after the Closing and the transfer of ownership.
26. **Headings:** The headings in this document are for convenience only and have no official value in the interpretation of the conditions of sale and reservations.
27. **Right to Suspend or Change Conditions:** The Trustee reserves the right to suspend or change the conditions of sale and reservations stipulated herein for the purposes of accepting a tender. In case of differences between French and English version of this document, French will prevail.

**DATED AT CHICOUTIMI** on this 12th day of October 2024.

Tremblay & Cie Ltée, as trustee in charge of the bankruptcy of **OXO FAB INC.**

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**LETTER OF TENDER  
TO THE INVITATION TO TENDER**

**FOR THE PURCHASE OF GOODS FROM OXO FAB INC.**

To: **Tremblay & Cie Ltée**, in its capacity as trustee of the bankruptcy of OXO FAB INC.

To the attention of Fabien Tremblay

SUBJECT: OXO FAB INC.

1. \_\_\_\_\_  
Name of Bidder

2. \_\_\_\_\_  
Bidder's address City Postal code

3. \_\_\_\_\_  
Telephone Fax Cellphone

4. \_\_\_\_\_  
E-mail

5. \_\_\_\_\_  
Name of contact person

6. I/We deliver this tender in accordance with the conditions of sale and reservations dated October 12, 2024 and issued by the Trustee in respect of the assets of OXO FAB INC. (the "Conditions of Sale and Reservations") for the purchase IN BLOCK or IN PART of the Properties indicated below -:

NOTE: You must add a sheet detailing your offer, sign it and attach it to this form.

**Attention:**

**a block offer must at least include a breakdown of the amount offered between the categories Intellectual Property, Equipment, and Inventory.**

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7. I/we agree to be bound by the conditions of sale and reservations applicable to the sale of the Goods of, which are deemed to form an integral part of this tender.
8. I/we confirm that this tender constitutes a legal, valid and enforceable commitment, and that it is irrevocable, except in accordance with the conditions of sale and reservations stipulated.
9. I/we confirm that I/we are not a non-Canadian within the meaning of the *Investment Canada Act*.
10. To cover the deposit in the amount of \_\_\_\_\_ dollars, being at least 10% of the gross purchase price proposed in the tender, a bank transfer was transmitted as provided for in the conditions of the call for tender to the account indicated in the conditions of sale.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

By :

\_\_\_\_\_  
Witness (print name)

\_\_\_\_\_  
Name and title of authorized signatory

\_\_\_\_\_  
Signature (witness)

\_\_\_\_\_  
Signature (bidder)