

TERMS & CONDITIONS OF SALE

The following terms and conditions of sale shall apply to any sale of goods and services by Microwatt Control Devices Limited (hereinafter called "seller"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and / or services referred to herein are delivered and accepted by the Purchaser.

1. GENERAL

- 1.1. The purchase may be based upon the Seller's interpretation of the requirements of the plans and/or specifications and/or information provided. The Seller does not guarantee this interpretation to be the actual requirement of quantity or of goods.
- 1.2. Any orders placed by the Purchaser shall be governed by the General Terms and Conditions contained herein and shall constitute the entire agreement between the parties. Any modifications or changes to these General Terms and Conditions shall not be binding unless authorized in writing by Seller.
- 1.3. Orders based on quotation are subject to acceptance by the seller when received.
- 1.4. Any order arising is subject to credit approval prior to acceptance.
- 1.5. Seller reserves the right to correct any errors on its quotation, clerical, stenographic or other.

2. PRICES

- 2.1. Prices quoted are ICC INCOTERMS EX-Works Seller's warehouse unless otherwise stated.
- 2.2. Prices and delivery periods quoted herein are based on prevailing prices and delivery schedules at time of quotation. In the event of an order, and notwithstanding any terms to the contrary contained in the quotation, the quoted prices and delivery periods are subject to such changes as may become effective prior to acceptance and acknowledgement of said order.
- 2.3. Any order must be accompanied by all necessary information to enable Seller to fulfill the order.

3. TERMS OF PAYMENT

- 3.1. Payment of all invoices will be made within **30 DAYS** from date of invoice unless otherwise specified in writing. On past due accounts an administration charge will be made at the rate of 1.5 % per month or 19.56 % per annum. If shipments are delayed by Purchaser, payments shall become due as if shipment has been made on dates specified by Purchaser.

4. TITLE AND DELIVERY

- 4.1. Seller's delivery of the product in good condition to a common carrier at Seller's factory or sales distributing house shall constitute delivery to the Purchaser of the products and risk of loss, delivery error, breakage or liability for other damage shall thereupon pass to Purchaser.
- 4.2. Shipment must be inspected by Purchaser immediately upon receipt, for transportation loss or damage and claim entered with the carrier.
- 4.3. Claims for shortages or incorrect or discrepant goods shipped against any order must be represented to the seller in writing within sixty (60) calendar days from the date of receipt of shipment in question. Except for specifically provided herein, the seller will not be responsible for any claim not reported in writing within that period.
- 4.4. Proof of shipment can be obtained from the Seller for a period of time not to exceed 90 days from date of shipment. Seller's responsibility to furnish proof of shipment ceases 90 days from date of shipment.
- 4.5. Dates or periods of delivery have to be agreed in a written form. Once the goods are packaged and ready for delivery / pick up, and if the buyer does not provide shipping instructions / pick up the goods, the consignment will be invoiced the same day.
- 4.6. The seller will store any invoiced goods for the customer for a reasonable extent of time. The invoiced goods

will be stored free of cost for the first 15 days, thereafter a storage fee of 2% per month will be charged. Storage for part of the month will be considered at a minimum of one month.

- 4.7. If an order consists of several part shipments, each delivery is considered as an individual transaction. Unless agreed otherwise, the purchaser has to bear the costs of individual packaging, administration, and delivery.
- 4.8. Title to the goods in this contract shall remain in the Seller's possession until all amounts owing to the Seller are paid in full.

5. LIABILITY

- 5.1. Seller shall not be liable for any damages or loss, direct, indirect, incidental or consequential to any cause whatsoever. Neither shall the Seller be liable for any loss or damage from delays in performance or from failure to perform due to causes beyond its reasonable control, including but not limited to fire, accidents, war, riots, strikes, lockouts, labour difficulties, slowdowns, incompleteness or inaccuracy of information supplied by Purchaser, acts of God, acts of civil or military authority and inability to obtain necessary labour or materials.

6. WARRANTY

- 6.1. Seller will extend the same warranty on the product as is extended by the original manufacturers to the purchaser. The liability of Seller and purchaser's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) arising out of the sale of any products, supplies or materials is expressly limited to the manufacturer's warranty. In no event shall Seller be liable for special, incidental, indirect, punitive or consequential damages.
- 6.2. Seller will uphold any extended warranties purchased for all Mobility (hardware & accessories) related products.
- 6.3. Travel time and associated living expenses applicable to on-site execution of the warranty, shall be invoiced at published service rates and borne by the buyer unless accepted in writing by the Seller.
- 6.4. All accessories for cellular devices or tablets that are received damaged must be reported within 5 business days of receipt for replacement.

7. CANCELLATION

- 7.1. In the event of total or partial cancellation of an order after its acceptance, Purchaser undertakes to reimburse Seller for all costs including cost of all labour, materials, overhead charges, expenses and damages arising out of the order and its cancellation.
- 7.2. Special or custom orders are not eligible to be cancelled.
- 7.3. A cancellation fee equal to the outstanding device (mobility) balance will apply if service and agreement is cancelled before the end of the service period and any billable charges incurred up to the point of deactivation must be paid in full.
- 7.4. All software based solutions including software trial development charges are non-refundable.
- 7.5. All software agreements shall remain in effect until terminated. Any limited-term license and hosted license of the Licensed Program become effective from the effective date of such license and shall continue only until the renewal date such license and during any renewal period.
- 7.6. Upon termination of the software agreement, all rights granted will terminate. Promptly upon termination for any reason or upon discontinuance or abandonment of your possession or use of the licensed program, you must return or destroy, as requested by licensor, all copies of the licensed program in your possession (whether modified or unmodified), and all other materials pertaining to the licensed program.

8. RETURNED PRODUCTS

- 8.1. No products are to be returned without authorization from Seller and then only in accordance with Sellers terms and instructions. All returned items are subject to a 25% restocking charges if returned within 60 days of shipment. A restocking charge of 100% applies for returned items over 60 days. No returns on custom or special orders. All products returned for credit must be returned in original unopened containers.

- 8.2. Equipment being returned for repair shall be shipped prepaid and have a return material authorization (RMA) number associated with it. An RMA number can be obtained by either calling Microwatt at: 1 (888) 388-1592 or emailing our product service team at: mwsales@microwatt.com. Please note: a written statement describing the malfunction must accompany the returned device.
- 8.3. Wireless devices (excluding any ECOM devices) may be returned or exchanged within 15 days of purchase, as long as the device is returned in complete and in "near new" condition with no damage. This includes scratches, dents or broken antenna. Returns must include all original packaging, accessories and bundles content that it came with, including, manufacturer's guide, additional battery, battery cover, strap, tray, rubber face plate and cases.
- 8.4. Cellular devices is not eligible for a refund/exchange if there is more than 30 minutes of airtime usage (both incoming and outgoing calls), or 50 text messages or 50 megabytes of data. The customer will be billed for all charges incurred up to the point of deactivation. SIM cards cannot be exchanged or refunded.
- 8.5. For health and safety reasons, we cannot accept the return of accessories such as headsets and earpieces.

9. CHARGE BACKS

- 9.1. No charge backs will be accepted without the Sellers written approval and then only to an amount no greater than Purchaser's net cost or as authorized by the manufacturer of the equipment at fault.

10. GENERAL PROVISIONS

- 10.1. The Buyer shall not assign its rights or obligations under these Terms and Conditions and the Purchase Documents without the Seller's prior written consent;
- 10.2. There are no understandings, agreements or representations, express or implied, not specified in these Terms and Conditions and the Purchase Documents and these Terms and Conditions supersede any previous agreements related to the purchase of Products or Services.
- 10.3. No action, regardless of form, arising out of transactions under these Terms and Conditions and the Purchase Documents, may be brought by either party more than two (2) years after the cause of action arose;
- 10.4. If any of the provisions of these Terms and Conditions, or portions thereof, are found to be illegal or unenforceable they are to that extent only deemed to be omitted and the remaining provisions of these Terms and Conditions shall remain in full force and effect and may be enforced nonetheless to protect and reflect the original intent of the parties hereunder;
- 10.5. Any modification of these Terms and Conditions and the Purchase Documents must be set forth in a written instrument signed by a duly authorized representative of the Seller;
- 10.6. These Terms and Conditions and the Purchase Documents do not create any partnership, agency or further relationship between the parties hereto;
- 10.7. This Agreement is formed and shall be construed, performed and enforced under the laws of the Province of Alberta. Any suit, action or proceeding arising out of or connected in any way with this Agreement shall be brought in a Court of the Province of Alberta which the parties agree shall have exclusive jurisdiction to hear and resolve such disputes, subject only to the parties agreeing to resolve such disputes through arbitration.

Name of Signing Officer (Please Print): _____

Title: _____ Signature: _____

Phone No: _____ Date: _____