

Terms and Conditions of Sale by (Purchase from)  
Cantronic Systems (Canada) Inc.

By signing this document (on either side), or accepting delivery of any goods or services identified herein, the purchaser ("Buyer") agrees with Cantronic Systems (Canada) Inc. (Cantronic") as follows:

1. Acceptance. Any offer herein is conditioned on Buyer's acceptance being limited to the express terms herein, or in documents identified in or attached to these Standard Terms and Conditions of Sale (this "Agreement"), without addition, deletion, or other change. If this Agreement is deemed to be an acceptance by Cantronic of an offer from Buyer, then this acceptance is conditioned upon and limited to the express terms herein, or in documents identified in or attached to this Agreement, without addition, deletion or other change. Any proposal by Buyer for additional, fewer or otherwise different terms is hereby rejected.
2. Shipping and Delivery. Cantronic shall ship goods to Buyer Ex Works Cantronic's Coquitlam BC factory. Goods shall be deemed to be delivered upon making the goods available to the Buyer for pick up at Cantronic's Coquitlam factory location. Buyer bears all costs and risks taking the goods from Cantronic's location to the desired destination.
3. Warranty. Cantronic warrants to buyer only, that when manufactured, the goods were free from defects in material and workmanship. The warranty lasts for a period of twelve (12) months from date of shipment. To make a claim under this warranty, Buyer shall deliver the goods for inspection by Cantronic, F.O.B. Cantronic's location. There is no warranty that extends beyond the face hereof, except as spelled out in Cantronic's limited warranty, which is attached to this acknowledgement. Any warranty required to be implied by law is limited to the narrowest scope and shortest duration allowed by law.
4. Inspection. Buyer shall thoroughly inspect the goods immediately upon arrival at Buyer's location; and shall immediately notify Cantronic, in writing, of any claimed defect. Buyer waives any claim of defect not identified upon such arrival whether due to delay or failure to perform the inspection, or other reason.
5. Payment. Buyer shall fully pay for all goods either in advance or within 30 days after delivery, if so approved by Cantronic. Payment of less than an amount due to Cantronic at any time shall constitute partial payment, and not an accord or satisfaction, regardless of any endorsement, statement or conduct on or accompanying the payment. Cantronic shall have the right to accept any payment without prejudice to its right to recover remaining amount due, and to pursue other rights or remedies. Cantronic shall have the right to apply payments received from Buyer to any amount owed by Buyer regardless of Buyer's designation as to application. Any amount not paid when due shall bear interest at the rate of 1-12/2% per month (18% per year). This section does not authorize payment of less than an amount due.
6. Cancellation. Buyer shall have no right or power to cancel this Agreement, in whole or part, without Cantronic's prior written consent.
7. Indemnity. Buyer shall indemnify, defend and hold harmless Cantronic, and its personnel and agents, from and against any and all liability, losses, costs and expenses arising in any way out of Buyer's use of the goods or any other aspect of the conduct of Buyer's business.
8. Taxes. Buyer shall pay all sales, use, excise, property, ad valorem and other taxes (other than Cantronic's federal and state income taxes) arising in connection with the transaction(s) contemplated by this Agreement. Buyer shall provide Cantronic a certificate demonstrating Buyer's qualification for any exemption claimed by Buyer.
9. Tools. Cantronic shall have the right to retain possession of any and all tools, dies, jigs, fixtures, patterns and other equipment made or obtained by Cantronic for use in connection with performing this Agreement.
10. Rights and Remedies. Each of Cantronic's rights and remedies in this Agreement shall be cumulative and additional to all other remedies available to Cantronic at law or equity.
11. Assignment. This Agreement and any right or obligation hereunder, is not assignable or delegable by Buyer without Cantronic's prior written consent. Any attempt to assign or delegate without such consent shall be void.
12. Limit of Liability. CANTRONIC SHALL NOT BE LIABLE TO BUYER FOR ANY COST, EXPENSE, LOST PROFIT, LOST BUSINESS, OR ANY OTHER FORM OF INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, EVEN IF CANTRONIC HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL CANTRONIC'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY BUYER TO CANTRONIC FOR THE GOODS IDENTIFIED IN THIS AGREEMENT. CANTRONIC'S LIABILITY UNDER THE WARRANTY IN SECTION 3 SHALL BE FURTHER LIMITED TO REPAIR OR REPLACEMENT OF THE GOODS WHICH, AFTER INSPECTION, CANTRONIC DETERMINES DO NOT COMPLY WITH SUCH WARRANTY. NO AGENT OR OTHER REPRESENTATIVE OF CANTRONIC IS AUTHORIZED TO ASSUME ANY OTHER LIABILITY.
13. Allocation. If any shortage occurs, Cantronic shall have sole discretion regarding allocation of available supply among any one or more of its various customers.
14. Insurance. Buyer represents and warrants to Cantronic that Buyer has in effect, and Buyer agrees to maintain, comprehensive general liability insurance for claims and damages because of bodily injury, property damage, advertising injury and contractual liability of at least \$500,000.00 for each person occurrence and at least \$1,000,000 aggregate coverage. Seller shall furnish certificates of such insurance to Cantronic upon request.
15. Force Majeure. Cantronic shall be deemed to be excused, and shall have no liability, for cancellation of this Agreement, or any delay or failure in manufacture, delivery, shipment or any other performance of Cantronic under this Agreement due to fire accident, transportation delay, labor trouble, bad weather, government regulations, acts of God, fire, explosion or other disaster or any other cause beyond Cantronic's control.
16. Law. Buyer shall conduct its business and perform under this Agreement in compliance with applicable law. This Agreement shall be deemed to be made in and governed by Canadian law. This sole venue for resolution of any dispute arising from or relating to this Purchase Order shall be the federal and provincial courts located in Vancouver, British Columbia. The words of this Agreement shall be construed in accordance with their fair meanings, and not strictly for or against either party.
17. Invalidity. If any of the foregoing limitations or other provisions, or any part thereof, is for any reason unenforceable, then the unenforceable provision shall be deemed to be served and the remainder of this Agreement shall remain in effect.
18. Return for Credit Unused Merchandise. Restocking Charge: Twenty (20) percent restocking charge will apply on return of material purchased. Merchandise shipped C.O.D./Freight Prepaid, which is returned as "Refused" by the customer, will be subject to a twenty (20) percent restocking charge. Special orders are not refundable.