

Sigicom Canada, Inc. (Sigicom) sells product only under the condition that Buyer fully accepts the Sigicom Canada, Inc. Terms and Conditions of Sale ("Terms and Conditions") stated in this document, unless otherwise specifically agreed to in writing by Sigicom. In the absence of an alternate purchase agreement or contract, the Buyer's acceptance of any goods or services shall be deemed acceptance of these Terms and Conditions of Sale.

1. PRODUCT PRICING, SHIPPING and FEES

- a) All sales prices are in Canadian dollars (\$). Sigicom reserves the right to change prices without notice, with exception to prices provided in a written, unexpired procurement quote, as provided by Sigicom.
- b) All procurement quotations expire thirty (30) days after the date of the written quotation. All prices quoted are valid only if Buyer's requested delivery date, including any change orders, is within six (6) months of the date on which the original order is accepted.
- c) Unless otherwise stated in writing by Sigicom, all prices quoted are exclusive of all taxes (except taxes levied against Sigicom's income), including provincial and local use, sales, property, and similar taxes. Buyer is solely responsible for and agrees to pay such taxes.
- d) All sales are FOB shipping point, Freight Collect with transportation allowed via Sigicom designated mode. Delivery dates are estimates only and Buyer accepts all risks associated with any delay, even if Sigicom is advised that time is of the essence. Additional charges are the responsibility of the Buyer, including, but not limited to accelerated shipping fees, insurance, customs, duties, taxes, and broker fees. Fuel surcharges may apply depending on market conditions. If non-standard shipping charges apply, freight will be pre-paid by Sigicom and added to the invoice. Buyer has the option to provide a shipping company account number prior to date of shipment.
- e) If Buyer claims to be exempt from any sales, use, or other taxes, then Buyer shall promptly deliver to Sigicom the appropriate exemption certification.
- f) If an early discount is stipulated, it is subject to the Buyer's entire account being current and in good standing. Any cash discount for prompt payment shown on any Sigicom's invoice shall not apply to freight charges, containers, taxes or other charges.
- g) Prices are those stated on the procurement quote, and unless otherwise noted are based on purchasing all items on the quote – pricing for individual products may vary for purchases of different quantities or item combinations.
- h) Sigicom does not maintain most favored Buyer records, makes no representation with respect to same, and rejects any price warranty terms by Buyer.

2. PAYMENT and SECURITY TERMS

- a) All payments are to be made in Canadian dollars (\$). Sigicom term of payment is net 30 days from date of invoice. Buyer agrees to pay all costs incurred by Sigicom in collecting any delinquent amounts, including attorney's fees.
- b) All orders sold on credit are subject to proper credit approval. Interest shall accrue on any past due amount from the 31st day of invoice at the lesser of (a) 14% per annum, or (b) the maximum rate permitted by applicable law.
- c) If proper credit cannot be established or verified for the Buyer, the term of payment is that the balance be 100% paid in full prior to shipment.
- d) If Sigicom determines at any time that, in the opinion of Sigicom, Buyer is unable to comply with the payment terms, then Sigicom may suspend credit terms, require progress payments, demand payment in full for outstanding balance, withhold shipments, and repossess all products previously delivered, which shall become the absolute property of Sigicom subject to credit therefore.
- e) Sigicom reserves the right to place delinquent accounts with a third party collection agency, per Ontario law requirements, and report to national credit bureaus. Collection costs and attorneys' fees, may be assessed on your account when it is referred to a collection agency.

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- f) Sigicom retains title to the Assets, and the Buyer agrees to execute all documentation including a General Security Agreement and *Personal Property Security Act* of Ontario Registration in favour of Sigicom in order to grant a security interest against the Assets which will only be discharged when the Purchase Price of the Assets and any interest on that Purchase Price has been paid in full to Sigicom. All of the rights of a secured party, which has a security interest, under the *Personal Property Security Act* are granted to, and reserved by, the Vendor.
- g) Sigicom reserves the right to change the credit terms at any time.
- h) If the Buyer is delinquent in the payment of any sum due Sigicom, after ten (10) days from the date of written notice to Buyer, then Sigicom is not obligated to continue performance under any agreement with the Buyer.

3. SHIPPING DATES, TITLE TRANSFER and RISK OF LOSS

- a) All delivery dates are estimated and are dependent in part upon prompt receipt of all necessary information to service an order. Sigicom will make all reasonable efforts to meet the delivery date(s) quoted or acknowledged. Sigicom is not liable for failure to meet any quoted or acknowledged delivery date(s). Sigicom is not liable for any premium transportation or other costs or losses incurred by Buyer as a result of Sigicom's inability to deliver product in accordance with Buyer's requested delivery date(s).
- b) All shipments are made FOB shipping point, Freight Collect. Title to the products (except software and documentation) and risk of loss shall pass to Buyer at the FOB point. Title to software products and documentation will remain with Sigicom. Shipments are insured with the carrier only when requested by the Buyer. Sigicom will prepay the freight and insurance charges and include them on the invoice.
- c) Unless otherwise agreed to in writing by Sigicom, all products shall be packed for shipment and storage in accordance with standard commercial practices. All packing shall conform to requirements of carrier's tariffs.
- d) Sigicom reserves the right to send partial shipments against an order for multiple products. Partial shipments shall be invoiced as made, and payments, therefore, are subject to the terms of payment noted in section 2 of these terms and conditions. Sigicom reserves the right to make shipments in advance of the scheduled delivery date, unless the Buyer specifically requests in writing that no early shipments be made.

4. ACCEPTANCE AGREEMENT

Buyer's purchase of Sigicom products shall constitute an effective acceptance of and be limited to the terms and conditions set forth herein ("Terms and Conditions"), and terms are subject to change by Sigicom without notice. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the Terms and Conditions is hereby objected to and rejected. Such proposals, however, shall not operate as a rejection of the Terms and Conditions unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and the Terms and Conditions shall be deemed accepted by Buyer without Buyer's proposals or variances. If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the Terms and Conditions. Additional or different terms or any attempt by Buyer to vary in any degree any of the Terms and Conditions shall be material and are objected to and rejected, but this document shall not operate as a rejection of Buyer's offer unless Buyer's offer contains variances in the terms of the description, quantity, price or delivery schedule of the goods. Orders are not deemed "accepted" by Sigicom unless and until it ships the associated items.

5. CHANGE ORDERS and VARIATIONS

- a) If the Buyer submits a change order less than thirty (30) days prior to scheduled shipment, change order may cause a delivery delay for which Sigicom is not responsible.
- b) Any change in delivery dates caused by the Buyer requesting an extended delivery date of greater than sixty (60) days from Buyer's original order will constitute a new order for the affected products. Buyer may be required to pay an adjusted unit price based on the

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quantity of all goods that were acknowledged by Sigicom under the original order. The most current product price and volume discounts will be applied to the new order.

6. ORDER CANCELLATIONS AND RETURN POLICY

- a) For standard products and services, the Buyer may terminate or cancel its order no less than thirty (30) days advance written notice from the original scheduled shipment date. Cancellation charges may apply, which would take into account expenses already incurred and commitments already made by Sigicom, including but not limited to: raw materials, work in process, and finished goods. For the purposes of this section, the date of termination or cancellation shall be the date on which Sigicom receives the written notice of termination.
- b) If Buyer cancels an order for special or custom products at any time after Sigicom has acknowledged the order, the Buyer may be subject to an additional charge following the same rules in section 6a.
- c) Sigicom reserves the full right to cancel any order with proper notification to the Buyer with no penalty or damages owed to the Buyer.
- d) Special order or custom products and discontinued items are not eligible for return or credit. Dated materials are only returnable in case quantity and within 14 days after invoice date.
- e) For products or services ordered and acknowledged on a Non-Cancelable, Non-Returnable order, Buyer cannot cancel or return product without written approval by Sigicom.
- f) Products not subject to sections 6d and 6e must be in saleable condition to qualify for return. Saleable condition is defined as unused items in original undamaged packaging and unbroken quantities and is as-new condition. All returns are subject to Sigicom inspection and acceptance, and a \$150 restocking charge if returned more than 90 days after invoice date. Proof of purchase is required for all returned materials.
- g) In no event shall any product be returnable or qualify for credit after 1 year from invoice date.

7. PRODUCT SPECIFICATIONS

- a) Product specifications are applied at the time of receipt of the Buyers' purchase order. Sigicom reserves the right to change specifications at any time without notice and without incurring any obligation to incorporate new features in products previously sold.
- b) Sigicom and the Buyer must agree to custom product specifications.

8. WARRANTY

- a) Sigicom warrants that for a period of 12 months it will, at its sole option and discretion, refund the purchase price, repair, or replace such product if it contains defect in material or workmanship.
- b) The warranty period begins on the FOB date of shipment.
- c) Absence of Sigicom's receipt of notification of any such defect within the 12-month warranty period shall constitute a waiver of all claims with regard to such product.
- d) Sigicom must perform all product repairs and maintenance. If product has been tampered with or modified in anyway, the warranty is invalidated.
- e) Sigicom reserves the right to invalidate the warranty for any products that have been tampered with, used improperly or are damaged by causes external to the products, including (without limitation) shipping damage, power failure, fire, or accident or catastrophe of any nature.
- f) Sigicom must authorize all warranty returns.
- g) THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Sigicom shall in no event be liable for, and Buyer hereby agrees to indemnify and hold harmless, Sigicom, against all claims related to special, direct, indirect, incidental, consequential, and any other

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damages arising out of or related to the sale, use, or inability to use the product, including costs and attorney's fees, even if caused in whole or in part by the negligence of Sigicom.

9. POST WARRANTY REPAIR

- a) For any post-warranty repair service, the user must return the product to Sigicom. User must acquire return authorization from Sigicom prior to shipment to Sigicom.
- b) The Buyer shall prepay all shipping charges, custom broker fees, duties, and taxes. Sigicom will refuse any collect shipments.
- c) Sigicom will provide end user with an estimate for repair costs on all post warranty service. The Buyer must approve estimated repair costs with a purchase order before repairs will be performed. Estimates do not guarantee final cost of repair.
- d) Sigicom reserves the right to refuse repair on any products that have been tampered with, used improperly or are damaged by causes external to the products, including (without limitation) shipping damage, power failure, fire, or accident or catastrophe of any nature.

10. PROPRIETARY MATERIALS

- a) Sigicom has exclusive ownership of all specifications and designs in addition to any other intellectual property created by Sigicom in the course of providing products to the Buyer.
- b) All Sigicom copyrighted materials (including software and printed documentation) and other proprietary materials (including designs and specifications) may not be copied without the written consent of Sigicom. Sigicom grants Buyer a nonexclusive license to use copyrighted and other proprietary materials only when operating the associated product manufactured by Sigicom.
- c) Buyer may transfer copyrighted and other proprietary materials only with the complete transfer of the associated product that was supplied by Sigicom and is subject to the confidentiality obligations.

11. GOVERNING LAW and CONSENT TO JURISDICTION

- a) All transactions shall be deemed to have been made and entered into the Province of Ontario.
- b) These Terms and Conditions and any Contract to which they apply shall be governed by and subject to interpretation under the applicable laws of the Province of Ontario (the "Province"), without reference to its conflicts of laws principles and rules.
- c) Sigicom and Buyer consent to and submit themselves to the jurisdiction and venue of any dispute arising hereunder or of any action to enforce these Terms and Conditions and any Contract to which they apply by arbitrators or the Province and Federal courts located in the Province of Ontario, to the exclusion of any other court, and any resulting judgment may be enforced by any court having jurisdiction of such an action.
- d) The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any manner to any such agreement.
- e) These terms and conditions supersede all prior negotiations or offers, written or oral.

12. ARBITRATION

- a) Sigicom or Buyer may require that any controversy, claim, dispute or other matter arising out of or related to these Terms and Conditions and any Contract to which they apply be settled by binding arbitration in accordance with the *Arbitration Act*, 1991 (the "AA").
- b) Any such arbitration shall be conducted in Ottawa, Ontario or such other location as the parties may agree before a panel of three arbitrators, one of whom shall be selected by Sigicom; one of whom shall be selected by Buyer; and one of whom shall be selected by the mutual agreement of the parties. The arbitrators shall be appointed within thirty days of the date that a party submits a claim to arbitration, provided, however, if the parties are unable to mutually agree on the third arbitrator within such period, then the third arbitrator shall be appointed by the AA in accordance with the process prescribed by its Rules.
- c) If any party institutes any judicial proceeding relating to a claim, that action shall not be a waiver of the right of any party to require submission of such claims to arbitration.

13. EXPORT CONTROLS

- a) Buyers purchasing Sigicom products with the intention to export, assume all responsibility for obtaining any required export authorization.
- b) Buyer shall not export, re-export, or transfer technical data or products supplied by Sigicom, directly or through other parties, to any country or user to which such export, re-export, or transfer is restricted by Canada or the United States.

14. INDEMNIFICATION

- a) Buyer agrees to comply with all federal, provincial and local laws, orders, rules, regulations and ordinances which may be applicable to the Seller's and Buyer's performance of its obligations under this agreement.
- b) It shall be Buyer's sole responsibility to comply with all applicable laws, regulations, and codes regarding the handling, use, transportation, or disposal of products upon taking possession of same.
- c) Buyer hereby agrees to indemnify Sigicom for any costs, including attorney's fees, incurred by Sigicom as a result, in whole or in part, of any violation by Buyer of any Federal, Provincial or Local statute or regulation, or of any nationally accepted standard.

15. CONVERT CHECK TO EFT

- a) When Buyer provides a check as payment, it authorizes Sigicom to use information from the check to make a one-time automatic withdrawal from Buyer's checking account or to process the payment as a check transaction.
- b) When Sigicom uses information from Buyer's check to make an electronic funds transfer, funds may be withdrawn from the account as soon as the same day the check is received, and Buyer will not receive its check back from the financial institution.

16. FORCE MAJEURE

All orders accepted by Sigicom are subject to postponement or cancellation for any cause beyond reasonable control, including without limitation: inability to obtain manufacturing materials, labor strikes, fire, flood, and other acts of God; war, acts of terrorism, global pandemic, civil insurrection, and other disturbances; production or engineering difficulties; and governmental regulation, orders, directives, and/or restriction.

17. ASSIGNMENT

Neither this agreement nor any rights, remedies, liabilities or obligations arising under it or by reason of it shall be assignable by the Buyer without the prior written consent of Sigicom which may be unreasonably withheld. Subject thereto, this Agreement shall enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

18. NO IMPLIED WAIVER

The failure of either party at any time to require performance by the other party of any provision of this agreement shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this agreement constitute a waiver of any succeeding breach of the same or any other provision.

19. SEVERABILITY OF PROVISIONS

The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision, and any invalid provision shall be severable.

20. ENTIRE AGREEMENT

This Agreement Constitutes the entire agreement among the parties and except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations and warranties of the respective parties. There are no oral representations



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or warranties among the parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties.

21. MISCELLANEOUS

- a) In the event the end user is not the purchasing party (direct Buyer), end user agrees to and is subject to the terms and conditions contained in this document.
- b) Typographic and clerical errors, including errors in pricing, are subject to correction. Each party agrees to notify the other when it becomes aware of the same.