

## **1 DEFINITIONS:**

Agreement; is defined as the Buyer's agreement to purchase the Product(s) and/or Services from the Seller

Buyer; is defined as the company, partnership, person or entity purchasing the Product(s) and/or Services from the Seller identified in the Purchase Documents

Products; are defined as the equipment parts and materials being purchased by the Buyer identified in the Purchase Documents

Purchase Documents; are defined as the documents which more fully describe the Products and/or Services being purchased from the Seller, including, as applicable, the Buyer's request for quotation, purchase orders, and the Seller's quotation

Seller; is defined as idSolutions and any affiliate or related company identified in the Purchase Documents

Services; are defined as any and all engineering, technical and mechanical services of any description or kind to be provided by the Seller in relation to the Product(s)

## **2 APPLICATION:**

These Terms and Conditions apply to every sale of Product(s) and every supply of Services by the Seller to the Buyer. The Buyer specifically agrees and acknowledges that unless the Seller agrees in writing to a modification of these Terms and Conditions, these Terms and Conditions apply and take precedence over any of the Buyer's Terms and Conditions whether set in the Purchase Documents or otherwise.

## **3 PRICES:**

Unless otherwise specified by the Seller, the Seller's price for the sale of the Product(s) will remain in effect for thirty (30) days from the date of the Seller's quotation.

Unless otherwise specified, the Services provided by the Seller will be charged at the prices quoted in the Seller's quotation, if accepted within thirty (30) days from the date of the quotation, otherwise the prices charged will be at the rates set out in the Seller's published rate schedule in effect at the time the Services are actually rendered.

The Seller's prices do not include applicable taxes which will be added to the price quoted and appear as a separate line item on the Seller's invoice.

Prices for Product(s) do not cover crating, storing, installing, starting up or maintaining Product(s) unless expressly stated in the Seller's quotation.

## 4 TERMS OF PAYMENT:

### 4.1 New Customer / First time order

#### 4.1.1 Order under 500\$ and a potential of less than 5000\$ annually

- A. Stock item: Payment on delivery
- B. Non-Stock Item: Full payment before purchasing

#### 4.1.2 Order over 500\$ and a potential of more than 5000\$ annually

- A. Stock item: Open line of credit (allow 2-3 days for the processing) or payment on delivery
- B. Non-stock item to be ordered: Payment with the order equal to suppliers re-stocking charge + 10% (to cover cost of possible return) balance after opening of line of credit subject to terms and conditions with a line of credit.

#### 4.1.3 Other conditions

- A. **No order** will be processed before reception of required payment
- B. **No post-dated cheques**; payments can be made by credit card, all cheques to be cashed before delivery.
- C. Allow 3-4 workdays for approval of line of credit

### 4.2 Terms and conditions with a line of credit

Subject to the successful approval of the Seller's credit department, the Buyer shall pay the Seller the price of the Product(s) and or services provided within thirty (30) days from the date of the Seller's invoice.

In the event that the Seller and the Buyer have agreed to a milestone payment schedule, the payment specified in the milestone payment schedule shall be paid on the dates that each milestone is achieved.

All overdue payments bear interest commencing on the day on which the amount became payable, calculated at the rate of 2% per month compounded monthly (26.824%) per annum.

## 5 DELIVERY AND TRANSFER OF TITLE AND RISK:

All shipping dates of the Product(s) and/or Services to be provided by the Seller are approximate only and are based on the Seller having received from the Buyer all information required by the Seller to provide the Product(s) and/or Services.

The Buyer agrees to accept shipment when Product(s) are ready to ship or storage charges may apply.

All Product(s) shall be delivered to the Buyer at the location indicated in the Purchase Documents or if no location is indicated in the Purchase Documents, EX WORKS at the point of the manufacture of the Product(s).

All risk of loss or damage to the Product(s) while in transit shall be borne by the Buyer. Products are considered delivered to the Buyer when proof of shipments are presented to the Buyer.

Title of the Product(s) shall be passed to the Buyer when the Buyer makes payment in full for the Product(s) or on the Product(s) being delivered to the Buyer, whichever occurs later.

## 6 DOCUMENTATION:

The Seller shall supply the Buyer with the documentation specified in the Seller's quotation. Any additional copies of the documentation or the supply of the documentation on alternative media will be provided by the Seller to the

Buyer at the Seller's price then in effect. Data/documentation are proprietary to the Seller and can not be reproduced or used for any purpose other than the purpose for which it was provided, and may not be disclosed to third parties without the prior written permission of the Seller.

## **7 INSTALLATION:**

The Buyer shall be responsible for transporting, receiving, storing, installing, starting up and maintaining all Product(s). If requested, the Seller may, at its option, provide Services to assist the Buyer in the installation of the Production(s) at a price to be agreed to between the Buyer and the Seller or at the rates set out in the Seller's published rate schedule in effect at the time the Services are actually rendered.

## **8 EXCUSE OF PERFORMANCE:**

The Seller shall be excused from the performance of any term or condition of this sale or the provision of Services when and to the extent that the performance is delayed or prevented by any cause beyond its reasonable control including, without limitation, acts of God, wars, riots, fire, labor unrest, inability to obtain materials or components, explosions, accidents, governmental requests, laws, regulations, orders, actions or interruption of computer or telecommunications systems. If such an event occurs, the shipping date and the price of the Product(s) and/or Services to be provided by the Seller may be revised by the agreement made between the Buyer and the Seller or the Seller may at its option cancel the sale of the Product(s) or agreement to provide Services in which case the Buyer will pay the Seller any and all losses, damages, dismantling, restocking fees, and any other costs or expenses incurred by the Seller arising from such a termination.

## **9 TERMINATION AND SUSPENSION:**

The Buyer may terminate or suspend its purchase of any and all of the Product(s) and/or Services provided that it pays the Seller for any and all losses, dismantling, restocking fees and any other costs or expenses arising from such termination or suspension. The Seller shall have the right, in addition to any other remedy, to either terminate its agreement to sell the Product(s) or provide the Services or suspend further deliveries of the Product(s) or provision of the Services to the Buyer in the event the Buyer fails to make any payment required to be made to the Seller when due.

## **10 WARRANTY:**

Subject to the limitations of liability and remedies set out in section; 11 LIMITATION OF REMEDY AND LIABILITY; The warranty of those Products(s) and/or Services are as follows and are given by the manufacturers themselves or providers of the services.

### **Warranty is as follows:**

**Products:** The manufacturer will, at its option, repair or replace any defects in material or workmanship in any Product(s) manufactured by the Seller which appear within the earlier of twelve (12) months from the date of the initial installation of the Seller's Product(s) by the Buyer or eighteen (18) months from the date of shipment of the Seller's Products(s).

**Re-Sale Products:** The Product(s) manufactured by any third party (including the Seller's principals and their affiliated companies) provided by the Seller to the Buyer as the manufacturer's distributor shall be subject to the manufacturer's standard warranty.

The Buyer agrees that the Seller shall have no liability for correcting any defect in the materials and workmanship in any re-sale Product(s) and that the Seller's only obligation is to make a reasonable commercial effort to assist the Buyer in making a warranty claim as against the manufacturer's standard warranty.

**Detailed warranties:** For any specific and detailed warranty offered by the manufacturer of re-sale products we represent can be requested on a case by case basis.

**Services:** Any Services and consumables supplied by the Seller, including component integration, device configuration and the repair of Product(s) are warranted against defects in workmanship for a period of the of ninety (90) days from the date of the installation of the Product(s) or completion of the Services, or one hundred and twenty (120) days from the date of shipment of the Product(s) to the Buyer, whichever comes first.

**In all cases:** All costs of dismantling, re-installation, freight costs, and the time and expenses of the Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by the Buyer unless accepted in writing by the Seller.

### **10.1 WARRANTY EXCLUSIONS:**

The warranty does not cover the performance of any Product(s) and/or Services provided by the Seller to the extent that the actual operating or other conditions differ from the specifications, information, representation of operating conditions or other data supplied by the Buyer for the purpose of the selection or design of the Product(s) and/or Services to be provided by the Seller. This limited warranty shall not apply to any repair or replacement of Product(s) caused by abuse, accidental damage, misuse, improper installation, use of unauthorized parts, unsuitable power sources or environmental conditions, improper application, corrosion or inadequate or improper preventative maintenance of the Product(s). The Seller does not take any responsibilities for his technical advise, selection and engineering he may provide either verbally or in writing. The customer at all time is responsible to verify and corroborate the selection of the product and accuracy of the quotation. The reception of a purchase order is the confirmation the customer has verified that the products or services are the right ones for his needs. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCT(S) OR SERVICES.

## **11 LIMITATION OF REMEDY AND LIABILITY;**

The Seller shall not be liable for damages caused by delay in performance. The remedies of the Buyer set forth in this agreement are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall the Seller's liability to the Buyer and/or its customers exceed the price to the Buyer of the specific Product(s) and/or Services provided by the Seller giving rise to the claim or cause of action. The Buyer agrees that in no event shall the Seller's liability to the Buyer and/or its customers extend to include incidental, consequential or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, revenue or use and costs incurred including without limitation for capital, fuel and power, and claims of the Buyer's customers.

## **12 SOFTWARE LICENSE:**

Notwithstanding any other provision herein to the contrary, the Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provide herein, the Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Product(s) only in conjunction with such Product(s) and only at the Buyer's plant site where the product(s) are first used. The Buyer's use of certain firmware (as specified by the Seller) and all other software shall be governed exclusively by the Seller's and/or third party owner's applicable license terms.

### **13 PATENTS:**

Subject to the limitations of liability set out in Section 11 **LIMITATION OF REMEDY AND LIABILITY**;, the Seller shall defend any suits brought against the Buyer based upon a claim that the use of the Product(s) manufactured by the Seller or the use of any software computer programs provided by the Seller constitutes an infringement of a valid patent of Canada or the United States and the Seller shall pay any damages awarded therein as against the Buyer, provided that the Buyer promptly notifies the Seller in writing of such a suit or threat thereof; permits the Seller to control completely the defense or compromise of such a claim; and provides all reasonable assistance and co-operation requested by the Seller for the defense of such a claim. In the event that the Product(s) manufactured by the Seller are held to be infringing a patent in any such suit and their use is enjoined, the Seller shall, at the Seller's option and expense, procure for the Buyer the right to continue using the Product(s), replace them with non-infringing Product(s) or modify them so they become non-infringing. The Buyer agrees that the Seller shall not be liable for any action for an infringement, and that the Buyer shall fully indemnify the Seller in respect thereof, if the infringement action is based upon the use of the Product(s) in connection with other products or equipment not manufactured by the Seller, the use of the Product(s) in any manner for which the Product(s) were not designed by the Seller, or if the Product(s) were designed by the Buyer or modified by or for the Buyer in a manner to cause them to infringe any patent.

### **14 EXPORTS/IMPORTS:**

The Buyer agrees that all applicable import and export control laws, regulations, order and requirements will apply to its receipt and use of Product(s) and/or Services. In no event shall the Buyer use, transfer, release, import, export or re-export Product(s) in violation of such applicable laws, regulations, orders or requirements.

In case of exportation, the Buyer will inform in writing the country of destination he intends to export the products. The Seller or the Manufacturer of the product may refuse to deliver the products or ask them to be returned if it is against any related Governments laws and regulations. In such a case, the Purchaser agrees to compensate the Seller or the Manufacturer all cost and/or losses that such a violation may involve.

### **15 GENERAL PROVISIONS:**

The Buyer shall not assign its rights or obligations under this Agreement without the Seller's prior written consent. There are no understandings, agreements or representations, express or implied, not specified in this Agreement. No action, regardless of form, arising out of transactions under this Agreement, may be brought by either party more than two (2) years after the cause of action arose. Any modification of these terms and conditions must be set forth in a written document and signed by a duly authorized representative of the Seller. This Agreement is formed and shall be construed, performed and enforced under the laws of the Province of Quebec, Canada. 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 Quebec 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.