



TERMS AND CONDITIONS OF SALE

This Agreement of Sale ("Agreement") is made and entered into between The Imperial Group Limited, and/or its subsidiaries located at PO Box 573, St Davids, Ontario, L0S 1P0, hereinafter referred to as ("TIG") and you, the Customer hereinafter referred to as ("CUSTOMER" or "BUYER"). BUYER and TIG are collectively referred to in this Agreement as the "PARTIES." BUYER is defined in the above quotation in the "Bill To" field.

1. **General Terms.** All orders are subject to approval by TIG. No waiver or alteration of these Terms and Conditions shall be binding unless agreed to in writing by both PARTIES. No agent, salesman or other party is authorized to bind TIG to any understanding not expressed herein.
2. **Definitions.** Products ("Goods") refer to any tangible product sold by TIG to BUYER. Professional Services ("Services") refer to any services preformed by TIG for BUYER. For purposes of this Agreement, Services do not include third-party branded services, software as a service ("SaaS"), or other cloud computing offerings sold by TIG. For purposes of this Agreement, third-party branded services, software as a service ("SaaS"), or other cloud computing offerings are treated as Goods.
3. **Additional Terms and Conditions.** If the Goods or Services sold require specific terms and conditions of sale or use, they will be included by ways of reference and will be provided to BUYER by TIG at the time of order commencement.
4. **Dismissal of BUYER Terms & Conditions.** BUYER may issue a purchase order for administrative purposes only. Shipment of Goods or Performance of Services pursuant to any purchase orders placed by BUYER does NOT constitute acceptance by TIG of any of the terms and conditions of such purchase orders except as to the identification and quantity of goods or services involved. No course of prior dealings between the PARTIES and no usage of trade will be relevant to determine the meaning of these Terms and Conditions.
5. **Professional Services.** BUYER may order Services from or through TIG from time to time. Certain Services, such as extended warranty service by manufacturers, are sold by TIG as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party shall be the party responsible for providing the services to the BUYER and BUYER will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Where Services are ordered in a Work Order and preformed by TIG or its sub-contractors, each Work Order hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Changes to the scope of the Services described in a Work Order will be made only in writing executed by authorized representatives of both PARTIES. TIG will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both PARTIES. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Work Order.
6. **Access to BUYER Premises.** TIG may perform the Services at BUYER's place of business, at TIG's own facilities or such other locations as TIG and BUYER deem appropriate. When the Services are performed at BUYER's premises, TIG will attempt to perform such Services within BUYER's normal business hours unless otherwise jointly agreed to by the PARTIES. BUYER will also provide TIG access to BUYER's staff and any other BUYER resources (and when the Services are provided at another location designated by BUYER, the staff and resources at such location) that TIG determines are useful or necessary for TIG to provide the Services. When the Services are provided on BUYER's premises or at another location designated by BUYER, BUYER agrees to maintain adequate insurance coverage to protect TIG and BUYER's premises and to indemnify and hold TIG and its Affiliates, and its and their agents and directors, officers, employees and other representatives harmless from any loss, cost, damage or expense (including, but not limited to, lawyers' fees and expenses) arising out of any Services liability, death, personal injury or property damage or



destruction occurring at such location in connection with the performance of the Services.

7. **Cooperation between PARTIES.** In addition to any specific BUYER duties set forth in any applicable Work Order, BUYER agrees to cooperate with TIG in connection with performance of the Services by providing (i) timely responses to TIG's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by TIG which are necessary or useful as determined by TIG in connection with providing the Services, including, but not limited to, physical and computer access to BUYER's computer systems, and (iii) all Required Consents necessary for TIG to provide the Services. "Required Consents" means consents or approvals required to give TIG, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. BUYER acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by BUYER and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by BUYER who are selected by BUYER to work with TIG. BUYER agrees that the Personnel are not, nor are they deemed to be, for any purpose, the employees of TIG. BUYER is solely responsible for paying the Personnel's employment insurance, workers' compensation, income tax, health tax, pension deductions and remittances, vacation pay, and any other obligation arising out of employer-employee relations. TIG will follow all reasonable BUYER security rules and procedures, as communicated in writing by BUYER to TIG from time to time.
8. **Price.** All prices are F.O.B. point of origin, unless agreed to in writing by BUYER and TIG. Prices do not include any applicable provincial/federal sales tax, duties or environmental levies. Prices are cash/cheque discounted by three percent; all other payment methods are subject to a three percent surcharge. Until the purchase price and all other sums due are paid in full, BUYER grants TIG a security interest in the Goods described on the face hereof ("Goods"). BUYER authorizes TIG to file a financing statement reflecting such security interest. TIG reserves the right to make adjustments to pricing of Goods and Services for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Goods availability and the availability of Personnel to perform the Services. Therefore, TIG cannot guarantee that it will be able to fulfill BUYER's orders. If Services are being performed on a time and materials basis, any estimates provided by TIG are for planning purposes only.
9. **Payment.** Orders are not binding upon TIG until accepted by TIG. BUYER agrees to pay the total purchase price for the Goods plus shipping (to the extent shipping is not prepaid by BUYER), including shipping charges that are billed to TIG as a result of using BUYER's shipping carrier account number. Terms of payment are within TIG's sole discretion. In connection with Services being performed pursuant to a Work Order, BUYER will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Work Order. If no payment schedule is provided, BUYER will pay for the Services as invoiced by TIG. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by TIG. TIG may invoice BUYER separately for partial shipments, and TIG may invoice BUYER for all of the Services described in a Work Order or any portion thereof. BUYER will pay for, any applicable sales, use, goods and services, transaction, excise or similar taxes and any federal, provincial, local fees or charges (including, but not limited to, environmental or similar fees) imposed on, in respect of or otherwise associated with any Goods, Services or Work Order. BUYER must claim any exemption from such taxes, fees or charges at the time of purchase and provide TIG with the necessary supporting documentation. In the event of a payment default, BUYER will be responsible for all of TIG's costs of collection, including, but not limited to, court costs, filing fees and lawyers' fees. In addition, if payments are not received as described above, TIG reserves the right to suspend Services until payment is received.
10. **Incurred Expenses.** Except as otherwise specified on an applicable Work Order, BUYER will reimburse TIG for all reasonable out-of-pocket expenses incurred by TIG in connection with the performance of the Services, including, but not limited to, travel and living expenses.
11. **Order Currency.** All invoices shall be paid in the currency of the invoice.



12. **Returns and Cancellations.** ALL SALES ARE FINAL. BUYER may not cancel any order or return any Goods or terminate this Agreement after said Order is accepted by TIG. BUYER may not terminate this Agreement with respect to any Goods that have been specially or custom ordered or manufactured, or classified as non-returnable. BUYER agrees that all Services are non-refundable once work has commenced. BUYER agrees that Dead-on-Arrival Goods will be reported within two (2) business days to TIG. TIG in its sole discretion will decide how to return or replace Dead-on-Arrival Goods.
13. **BUYER's with Credit Terms.** All orders and shipments for accounts that have Net Credit Terms shall, at all times, be subject to the approval of TIG's Credit Department.
14. **Interest.** BUYER agrees to pay interest on all past-due sums at an interest rate of two and one-fourth percent (2.4%) per month, calculated daily, compounded monthly (28.8% per annum) or the highest rate allowed by law, with a minimum interest charge of \$4.95.
15. **Transportation.** If BUYER does not specify otherwise, TIG shall choose the method of shipment. Costs of premium transportation, required by BUYER, will be borne by BUYER.
16. **Risk of Loss.** Risk of Loss to Goods sold shall pass to BUYER at the F.O.B. Origin.
17. **Delivery Timing.** TIG will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. TIG reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle BUYER to cancel other installments. TIG is not responsible for insuring shipments, nor for any loss or damages to Goods during shipment and recommends BUYER obtain insurance for shipments.
18. **Acceptance.** Goods and Services shall be deemed accepted unless BUYER provides written notice to TIG within two (2) working days after receipt of shipment, describing any defect or discrepancy.
19. **Title of Goods.** Title to the Goods sold does not pass from SELLER until BUYER has paid the invoice for said Goods in full, including all applicable fees, and/or interest.
20. **Delays.** TIG will not be liable for any non-performance of the Agreement caused by causes or conditions beyond TIG's reasonable control. In the event of such delay or non-performance, TIG may, at its option, and without liability, cancel any portion of this Agreement or extend any date upon which any performance is due.
21. **Accuracy of Data/Corrections.** TIG obtains certain data directly from the manufacturer, publisher or supplier of Goods and is not responsible for pricing, typographical or other errors in any such data. In addition, availability of third-party Goods is subject to change without notice. TIG reserves the right to cancel orders related to such errors or Goods discontinuation or unavailability, and to correct the product catalog at any time, including pricing errors not detected until after TIG's confirmation or e-mail response.
22. **Substituted or Repaired Goods.** These Terms shall be applicable to substitute, additional or repaired Goods or repair parts purchased by BUYER from TIG.
23. **Limitations on Use.** BUYER agrees and represents that BUYER is buying the Goods for BUYER's own internal use and not for resale. If Goods purchased under this Agreement are intended for export, Goods may be subject to export regulations. BUYER accepts full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Goods may also alter or void the manufacturer's or publisher's warranty. GOODS OFFERED BY TIG ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH GOODS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT BUYER'S SOLE RISK.



24. **Limited Service Warranty.** TIG represents and warrants that Services performed by TIG will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications contained in the Work Order for 30 days from completion. (iii) be in compliance with all laws, rules and regulations applicable to TIG's performance of the Services contained in the Work Order. If any of the Services are found by TIG to be defective by reason of TIG's workmanship or assembly, TIG's liability for the Services shall be limited. BUYER's sole and exclusive remedy and TIG's entire liability with respect to this warranty will be, at the sole option of TIG, to either (a) use its reasonable commercial efforts to re-perform or cause to be re-performed any Services not in substantial compliance with this warranty or (b) refund amounts paid by BUYER related to the portion of the Services not in substantial compliance; provided, in each case, BUYER notifies TIG in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY WORK ORDER THAT EXPRESSLY AMENDS TIG'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, TIG MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. BUYER ACKNOWLEDGES THAT NO REPRESENTATIVE OF TIG OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF TIG OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT.
25. **Other Warranties.** GOODS MANUFACTURED, PUBLISHED OR PROVIDED BY THIRD PARTIES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY BY TIG OF ANY KIND, EITHER EXPRESS OR IMPLIED. Applicable manufacturer warranties will be assigned to or passed through to BUYER by TIG to the extent agreed to by the manufacturer, if required and as permitted by law. Although third-party services and support are considered "Goods" and BUYER may purchase such services through TIG, TIG is not obligated to provide the services or support. TIG accepts no liability for any claims arising out of any act or omission, including negligence, by BUYER third-party service provider; and any amounts associated with third-party services, including but not limited to taxes, will be collected solely in TIG's capacity as an independent reseller of such Goods.
26. **Disclaimer of Consequential Damages.** In no event shall TIG be liable for any indirect, incidental or consequential damages arising out of, or in connection with, this Agreement, including, any breach of any obligation, warranty or condition imposed on TIG hereunder.
27. **Manufacturer Liability.** Unless specifically agreed to in writing by the manufacturer, TIG and BUYER, BUYER represents to TIG and the manufacturer that the Goods sold pursuant to this Agreement do not constitute standard components intended for use by BUYER or another in life support systems, surgical implantation, nuclear facilities, or for any other application in which the failure of the Goods or the product in which the Goods are to be used could create a situation where personal injury or death may occur.
28. **Disclaimer of Warranties.** BUYER understands that TIG is not the manufacturer of the Goods purchased by BUYER hereunder and the only warranties offered are those of the manufacturer, not TIG or its Affiliates. In purchasing the Goods, BUYER is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Goods that may be provided by TIG or its Affiliates. TIG AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS EITHER EXPRESS OR IMPLIED, RELATED TO THE GOODS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. BUYER expressly waives any claim that it may have against TIG or its Affiliates based on any

product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Goods and also waives any right to indemnification from TIG or its Affiliates against any such Claim made against BUYER by a third party. BUYER acknowledges that no employee of TIG or its Affiliates is authorized to make any representation or warranty on behalf of TIG or any of its Affiliates that is not in this Agreement. BUYER further acknowledges and agrees that TIG makes no representations, warranties or assurances that the Goods are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and BUYER agrees to indemnify TIG in connection with any such use of the Goods. BUYER further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Goods in high risk environments.

29. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL TIG, ITS AFFILIATES OR ITS OR THEIR EMPLOYEES, DIRECTORS, OFFICERS, SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF TIG HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST BUYER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH BUYER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY TIG OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE GOODS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY TIG OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF TIG AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY BUYER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$10,000.00 CAD.
30. **Termination.** TIG shall not be required to proceed with the performance of any obligation and may terminate this Agreement, if the BUYER is in breach of any of its obligations or becomes insolvent. No delay or omission by TIG in exercising any right or remedy shall constitute a waiver of such right or remedy. Termination, for any reason, shall in no way interfere with the obligations of BUYER to pay all monies payable as of the effective date of termination or which become payable for Goods or Services ordered and delivered after such termination.
31. **Confidential Information.** Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, its Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Work Order. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable. Disclosures of the other PARTIES Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Work Order and need to know such Confidential Information for purposes of



providing or receiving the Goods or Services or otherwise in connection with this Agreement or the applicable Work Order, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement and the applicable Work Order. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

32. **Disclaimer of Data Use.** The utilization of any data or information received by BUYER from use of the Goods or Services is at BUYER's sole and absolute risk. TIG specifically disclaims and denies any responsibility for the completeness, accuracy, or quality of such data or information.
33. **Disclaimer of Data Protection.** BUYER shall be solely responsible for daily back-up and other protection of BUYER data and software against loss, damage or corruption. BUYER shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. TIG, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND BUYER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.
34. **Monitoring Telephone Communications.** BUYER understands, agrees and acknowledges that TIG may in its discretion, but are not obligated to, monitor or record any of your telephone conversations with TIG for quality control purposes, for purposes of training its employees and for its own protection. BUYER acknowledges and understands that not all telephone lines or calls are recorded by TIG, and that TIG does not guarantee that recordings of any particular telephone calls will be retained or are capable of being retrieved.
35. **Disclosure to Law Enforcement.** TIG may disclose any BUYER information to law enforcement agencies without further consent or notification to the BUYER upon lawful request from such agencies. TIG will cooperate fully with law enforcement agencies at all times.
36. **No Implied Endorsements.** In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by TIG of that third party or of any product or service provided by a third party.
37. **Interpretation.** The format, words, and phrases used herein shall have the meanings generally understood thereby in the Computer/Software/Internet Industries. This Agreement shall be construed according to its plain meaning. In the event any ambiguity shall be found herein, TIG will be the final authority as to the interpretation of this agreement.
38. **Assignment.** TIG may assign or subcontract all or any portion of its rights or obligations with respect to this Agreement and/or assign the right to receive payments without BUYER consent. BUYER may not assign this Agreement or any of its rights or obligations without the prior written consent of TIG.
39. **Electronic Records.** BUYER consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting TIG. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.
40. **Severability.** In the event that any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions of this Agreement shall remain in full force and effect.





41. **Relationship.** TIG and BUYER are independent entities. Nothing in this Agreement shall be construed to constitute BUYER an agent, employee, partner, independent contractor, joint venturer, or any other similar entity.
42. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario. BUYER may not assign or transfer this Agreement in whole or in part, without the prior written consent of TIG.
43. **Language Clause.** The PARTIES hereto have requested that this Agreement and all correspondence and all documentation relating to this Agreement, be written in the English language. . Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.
44. **Acceptance.** Order placement indicates BUYER's acceptance of these Terms and Conditions.





Quotation Number:

By signing below, I acknowledge that I am duly authorized to accept Quotation Number QUO-039138G7H on behalf of BUYER and that I am duly authorised to bind BUYER to the Terms and Conditions of Sale included with this document:

Authorized Signature

Authorized Name

Title

Date

Purchase Order Number (If applicable)

