

These Terms and Conditions contain the terms and conditions upon which Gazepoint, its affiliates and representatives ("Gazepoint") makes all sales of hardware and software ("Product" or "Products") with Purchasers ("Purchaser"). These Terms and Conditions are subject to change at any time.

#### **1. ACCEPTANCE**

Purchaser's acceptance of and agreement to be bound by these Terms and Conditions are indicated by, but not limited to, any one of the following:

- Purchaser placing an order for Products;
- Purchaser's acceptance of any shipment or any part of the items specified for delivery;
- Purchaser's acceptance of a Gazepoint sales quotation;
- Purchaser's written acknowledgement hereof;
- Payment by Purchaser of any amount of Product price, invoice or proforma invoice; or
- Any other offer or expression of acceptance by Purchaser.

All orders are subject to acceptance by Gazepoint. Notwithstanding any contractual terms accompanying the Purchaser's order or otherwise provided by the Purchaser, the Terms and Conditions herein shall be the only terms and conditions applicable to this agreement.

#### **2. PRICING AND SALES QUOTATION**

Prices are subject to change at any time and do not include applicable sales, use, excise, or similar taxes unless specifically noted. Sales quotations are valid for the quotation period.

#### **3. PAYMENT**

Terms of payment are at Gazepoint's sole discretion and are agreed to when an order is placed. All payments are to be made in U.S. funds unless otherwise agreed.

#### **4. TAXES**

Purchaser shall pay all applicable sales, use, excise, or similar taxes where and when applicable unless an exemption certificate acceptable to the relevant taxing authority is provided.

#### **5. TITLE AND DELIVERY**

Title to Product passes from Gazepoint to Purchaser upon pickup by courier according to section 6 Shipping. Title to all software shall remain with the licensor. Gazepoint can ship products up to 5 business days in advance of confirmed ship date.

Delivery dates are approximate. Gazepoint shall use reasonable efforts to fill all orders according to the shipment schedule provided by Gazepoint at the time of the acceptance of the order. In no event shall Gazepoint guarantee shipment according to such delivery schedule or be liable for damages due to delays in the delivery, including delays arising from export restrictions or out of stock items. Purchaser shall bear the cost of obtaining all necessary export permits or licenses.

#### **6. SHIPPING**

All prices quoted (including repairs, part and goods) are C.P.T (Carriage Paid To) from Gazepoint's facilities. If Purchaser chooses to bear the cost of shipment, all prices quoted (including repairs, part and goods) are F.C.A. (Free Carrier) from Gazepoint's facilities. All responsibility for risk of loss or damage shall pass to Purchaser upon delivery of Product to carrier.

#### **7. ASSIGNMENT AND RESALE**

Purchaser shall not assign an order, or any interest therein, or any rights hereunder without the prior written consent of Gazepoint. Purchaser agrees that all Products are for its own use and not for commercial resale unless with the express written consent of Gazepoint.

#### **8. RETURN AND EXCHANGE**

Gazepoint purchases are non-refundable. Products arriving defective must be immediately notified to Gazepoint and returned with a Return Merchandise Authorization (RMA) number issued by Gazepoint. Returns without RMA number will be refused by Gazepoint. Returns and exchanges are subject to the following:

- Products arriving defective must be returned within 30 days of purchase.
- All returned Products are subject to inspection by Gazepoint. Gazepoint will only accept Products returned in original condition. Gazepoint will return to Purchaser any Products displaying any misuse or damage or otherwise not in original condition.
- Products should be returned in the original manufacturer's packaging with the RMA number clearly marked on the shipping container.
- Purchaser is responsible for all shipping costs on returns; original shipping charges will not be refunded.
- Gazepoint has sole discretion for returns, credit, replacement, exchange, repair or remedy of deficiencies.

#### **9. GOVERNING LAW**

All sales shall be governed by and construed in accordance with the laws of the province of British Columbia, Canada, including the applicable federal laws of Canada, but excluding that body of law applicable to choice of law. Purchaser consents to the jurisdiction of the courts of British Columbia for any suit, action or proceeding arising out of the Terms and Conditions.

#### **10. WARRANTIES**

Hardware includes one (1) year limited warranty for parts and labour on material and manufacturing defects. Warranty only applies to original Purchaser and does not warrant compatibility of Products with non-GAZEPOINT products. Warranty is void if any proprietary labeling is removed. Repaired or replaced Products are covered for the remainder of the original Product warranty period. Gazepoint shall not be responsible for any defect in the Products due to physical damage to the Products as a result of improper handling during or after shipment, misuse, neglect, improper installation or operation (including but not limited to radioactive or other dangerous environments), repair, alteration, accident or for any other cause not attributable to defective workmanship on the part of Gazepoint. GAZEPOINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **11. SOFTWARE UPDATES & SUPPORT**

Gazepoint software includes one (1) year of updates and technical support. Software updates and technical support only applies to original Purchaser. Software is licensed for single computer use only. Additional software licenses, software updates and technical support may be purchased.

#### **12. NO REVERSE ENGINEERING**

Purchaser may not reverse engineer, decompile, or disassemble any part of the Product, nor attempt in any manner to obtain the source code of the software.

### **13. REPAIR**

The Purchaser may request for repair service at any time and will pay any repair fees for products that are not covered by the Warranty described in item 10. Gazepoint may exclude from this repair policy, any Products that have been misused, damaged or modified by Purchaser; or are beyond reasonable reparability

### **14. LIMITATION OF LIABILITY**

IN NO EVENT SHALL GAZEPOINT OR ITS REPRESENTATIVES BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA) RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS AND CONDITIONS, OR FROM THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCT OR SERVICE SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GAZEPOINT'S LIABILITY, IN ALL CASES, SHALL BE LIMITED TO THE PRICE PAID FOR A SINGLE UNIT OF A PRODUCT BY PURCHASER, AND SUCH LIABILITY SHALL, AT ALL TIMES, BE LIMITED TO THE DIRECT PURCHASER OF SUCH PRODUCT. GAZEPOINT SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

### **15. WAIVER**

Failure of Gazepoint to insist upon strict performance of any provisions hereof shall not be deemed a waiver of its rights and remedies.

### **16. MODIFICATIONS AND AMENDMENTS**

No amendment, modification or substitution to this agreement, including by the use of additional documentation, is valid or binding on any party unless it is in writing and signed by all parties hereto.

### **17. SEVERABILITY**

In the event that any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms and Conditions shall remain in full force and effect and be construed to best effectuate the intention of the parties hereto.

### **18. FORCE MAJEURE**

Gazepoint shall not be liable for any delay or failure in performance, including delay or non-shipment, caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, delayed issuance of export licenses, embargoes, strikes, labour difficulties, equipment failures, or any other causes beyond the control of Gazepoint.

### **19. HEADINGS**

The section headings used herein are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

### **20. ENTIRE AGREEMENT**

These Terms and Conditions constitute the entire agreement between Gazepoint and Purchaser with respect to the purchase of Products. THESE TERMS AND CONDITIONS ARE INTENDED TO SUPPLEMENT, BUT ARE EXPRESSLY SUBORDINATE AND SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN ALL APPLICABLE SOFTWARE LICENSE AGREEMENTS AS WELL AS TO ANY LICENSE, DEVELOPMENT, SUPPORT, BETA TEST, EVALUATION AND DISTRIBUTION AGREEMENT, OR ANY OTHER WRITTEN SALES AGREEMENT ("THE AGREEMENTS") PREVIOUSLY OR SUBSEQUENTLY ENTERED INTO BETWEEN THE PURCHASER AND GAZEPOINT. THE AGREEMENTS SHALL SUPERCEDE ANY INCONSISTENT PROVISIONS IN THESE TERMS AND CONDITIONS IN RESPECT OF THE SPECIFIC PRODUCTS TO WHICH THEY RELATE WHILE THE AGREEMENTS ARE SUBSISTING. Any terms and conditions contained in or attached to purchase orders submitted by Purchaser do not form part of The Agreements, and any such terms and conditions are hereby expressly rejected by Gazepoint.