



TERMS AND CONDITIONS OF SALE

1. STANDARD TERMS OF SALE

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, binds Titan Logix Corp ("Seller"), and the buyer ("Buyer"), and constitutes the entire agreement (Agreement) between Buyer and Seller for the provision of services (Services) and/or the sale of goods (Goods) including (except as provided in Section 11) firmware incorporated therein.

These terms and conditions shall apply regardless of any additional or conflicting terms or conditions that may be included on any purchase order or other form or document issued by Buyer even if signed by Seller's representative. None of the terms and conditions herein may be modified, waived, or superseded except with the express written consent of an authorized representative of Seller. Neither Seller's acknowledgment of a purchase order nor Seller's failure to object to conflicting or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof. Acceptance by Buyer of products sold, or services rendered by Seller shall be deemed assent to the terms and conditions contained herein.

2. QUOTATIONS & PRICES

Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to vary these terms and conditions, including the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Seller's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.

To the extent that Seller has relied upon any data, intellectual property or information supplied by Buyer to Seller (Data) in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and the Data is inadequate, unusable (for any reason) or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Buyer shall pay any taxes, duties and similar charges levied by any government authority pursuant to these Terms of Sale or present an exemption certificate acceptable to all relevant tax authorities. Such charges are not included in the price of the products or services and will be added to payments due to Seller. Buyer agrees it will be responsible and shall indemnify Seller for all additional taxes or penalties

from a taxing authority, and all legal expenses incurred by Seller due to incorrect taxing information furnished by Buyer.

3. TERMS OF PAYMENT

Unless otherwise agreed by Seller, and subject to the approval of Seller's Credit Department, terms are FOB shipping point, net 30 days from date of Seller's invoice in United States or Canadian currency (whichever is applicable), except for applicable milestone payments or export shipments for which Seller may require other arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which such payment is due until payment is received. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

Seller reserves the right in its sole discretion, either to: (a) withhold deliveries, shipments, or performance of services, (b) impose or revise any credit limits on Buyer's purchases, or (c) cancel the purchase order, when Seller deems itself insecure with respect to Buyer's ability to pay for the purchase order.

4. SHIPPING AND DELIVERY

Any shipping, delivery and/or performance dates given in advance are estimates only and are not guaranteed, although reasonable commercial efforts will be made to deliver, ship and/or perform in accordance with such estimates. No liability shall attach against Seller on account of any delay in delivery, shipment, or performance by Seller.

Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted (e.g., FOB), legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States or Canada, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States or Canada, immediately after the Goods have passed beyond the territorial limits of the United States or Canada. Acceptance of all orders placed by Buyer pursuant to this Agreement shall take place exclusively in Edmonton, Alberta.

If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect. Data/documentation marked as confidential or proprietary may 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 Seller.

5. PRODUCT RETURNS AND ORDER CANCELLATIONS:

This policy applies only to those products with a sale date within the previous Six (6) months, which have never been installed and are returned in a re-sellable condition. Special orders or for products fabricated and/or altered to accommodate the Buyer are NOT returnable. Obsolete or discontinued items may NOT be returned.

A Return Material Authorization Number ("RMA") is required to return an item for repair or credit, please contact Titan Logix for a RMA Number. RMA numbers must accompany all authorized material

returns. Goods will be subject to an inspection before a credit is issued. Credit shall be issued based on Buyer’s purchase price for the returned product less any restocking charges, freight, or other expenses.

Buyer may terminate or suspend its order for any or all the Goods/Services covered by the Agreement only upon Seller’s written consent or pursuant to Seller’s applicable policy or practices covering such termination or suspension.

The Return Policy is divided into the following product categories:

Stock	<ul style="list-style-type: none"> – 20% restocking fee, minimum charge of FIFTY (\$50.00) DOLLARS to cover administration costs and testing fees. – Includes items which are returned unopened and do not require any modifications before sending out.
Kit Items	<ul style="list-style-type: none"> – 25% restocking fee, minimum charge of FIFTY (\$50.00) DOLLARS to cover administration costs and testing fees. – Includes items with various options that are assembled on a “per order” basis. These kits must be disassembled and restocked.
Special Items	<ul style="list-style-type: none"> – 30% restocking fee, or non-returnable. – Includes items custom built for a particular order. If the items are deemed re-sellable, a 30% restocking fee will be applied. If the items are not re-sellable, they cannot be returned.
Third Party Products	<ul style="list-style-type: none"> – These will be subject to our supplier’s policies. – Please contact the Seller regarding specific products.

*Cancellation fees will be handled on a per-order basis.

6. LIMITED WARRANTY

Subject to the limitations contained in Section 6 herein, Seller warrants that the licensed firmware embodied in the Goods will execute the programming instructions provided by Seller, and that the Goods manufactured by Seller will be free from defects in materials or workmanship under normal use and care. The buyer is responsible for maintaining Titan Logix software and firmware to the latest versions.

The foregoing warranties will apply until the expiration of the applicable warranty period as follows:

- Thirty-six (36) months for all serialized products manufactured by Titan Logix.
- Consumables and peripheral products such as batteries are warranted for 90 days.
- 3rd party products: Products purchased by Seller from a third party for resale to Buyer (Resale Products) shall carry only the warranty extended by the original manufacturer. Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products.
- There is NO warranty on wire kits or wetted parts (i.e., probes).

*The warranty periods shall be calculated from the date of shipment by Seller.

Warranty on repairs will be twelve (12) months from date of repair. Warranty will be limited only to the parts repaired.

If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, correct any errors that are found by Seller in the firmware or

Services or repair or replace FOB point of manufacture that portion of the goods or firmware found by Seller to be defective, or refund the purchase price of the defective portion of the Good/Services.

Warranty applies to the complete unit with the original components. Components inside Titan Logix devices are serialized. If components within the device are found to be different than the original components at the time of sale, warranty shall become void. This warranty shall not apply to any Titan Logix equipment that has been altered or tampered with in any way or which has been repaired by any party other than a Titan Logix factory representative.

All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Seller. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller.

7. LIMITATION OF REMEDY AND LIABILITY

SELLER SHALL NOT BE LIABLE FOR DELAYS IN PERFORMANCE OR FOR NONPERFORMANCE DUE TO FAILURE OR INTERRUPTION OF COMPUTER OR TELECOMMUNICATION SYSTEMS, ACTS OF GOD, WAR, RIOT, FIRE, TERRORISM, LABOUR TROUBLE, UNAVAILABILITY OF MATERIALS OR COMPONENTS, EXPLOSION, ACCIDENT, COMPLIANCE WITH GOVERNMENTAL REQUESTS, LAWS, REGULATIONS, ORDERS OR ACTIONS, OR OTHER UNFORESEEN CIRCUMSTANCES OR CAUSES BEYOND SELLER'S REASONABLE CONTROL. IN THE EVENT OF SUCH DELAY, THE TIME FOR PERFORMANCE OR DELIVERY SHALL BE EXTENDED BY A PERIOD OF TIME REASONABLY NECESSARY TO OVERCOME THE EFFECT OF THE DELAY.

THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. THE SELLER MAKES NO WARRANTY REGARDING ANY OF THE PRODUCTS SOLD OR SERVICES RENDERED BY IT, MAKES NO REPRESENTATIONS, PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE) AND, TO THE EXTENT PERMITTED BY LAW, DISCLAIMS ANY AND ALL OTHER CONDITIONS OR WARRANTIES OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY CONDITION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR PERFORMANCE. 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 SELLER'S LIABILITY TO BUYER AND/OR ITS BUYERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. IN NO EVENT SHALL SELLER BE LIABLE FOR (A) ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES; (B) LOSS OF PROFITS, REVENUE OR INCOME, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE, LOSS OF TIME, OR COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER. (C) ANY CLAIM AGAINST BUYER BY ANY THIRD PARTY, WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE, RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHETHER OR NOT SELLER HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

ANY DOCUMENTATION, RECOMMENDATION OR ASSISTANCE PROVIDED BY SELLER CONCERNING THE PRODUCTS, THEIR USE, DESIGN, APPLICATION, OPERATION, OR OTHERWISE, IS FOR BUYER ONLY, SHALL NOT BE CONSTRUED AS REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR

IMPLIED, AND IS ACCEPTED BY BUYER AT ITS OWN RISK AND WITHOUT ANY OBLIGATION OR LIABILITY TO SELLER. SELLER SHALL NOT BE LIABLE FOR INFORMATION OR DOCUMENTATION PROVIDED BY BUYER OR ANY OTHER SECONDARY SOURCES AND SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF BUYER OR ANY THIRD PARTY HEREUNDER OR OTHERWISE. IT IS THE BUYER'S SOLE RESPONSIBILITY TO DETERMINE THE SUITABILITY AND/OR QUANTITY OF THE PRODUCTS OR SERVICES TO BE PROVIDED BY SELLER. SELLER ASSUMES NO LIABILITY FOR ANY DISMANTLING, REMOVAL, INSTALLATION, RE-INSTALLATION OR LABOR COSTS, OR ANY CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE FOREGOING.

8. AUDIT

Buyer shall have no right to audit any books and records of Seller in relation to the provision of products by Seller to Buyer. Moreover, and notwithstanding anything to the contrary, in no event shall Seller be deemed obligated to allow Buyer, or any of its affiliates or agents, to provide any records or portions thereof that contain confidential information regarding Seller, its customers, employees, manufacturers and/or vendors.

9. COMPLIANCE

Buyer warrants and represents that it will comply with all applicable laws and regulations, including trade, economic, or financial restrictions or trade embargoes and any amendments thereto (collectively, the "Laws") imposed by any applicable governmental authority, including, where applicable, Canada, the United States, and the European Union. Seller shall not be liable, and Buyer agrees to hold harmless and indemnify Seller, for any breach of such Laws. Buyer agrees that it shall not, except as otherwise permitted under applicable Laws, transship, re-export, or otherwise divert goods purchased from Titan Logix. Seller shall not be liable, and Buyer shall hold Seller harmless, for delays or any other losses resulting from Buyer's failure to timely provide accurate information and documentation, export/import reviews, or any related permitting procedures. To the extent permitted by law, Buyer shall, promptly upon becoming aware, provide to Seller details of any claim, action, suit, proceedings, or investigation against it with respect to the Laws brought by any enforcement authority. If Seller should believe, acting in good faith, that Buyer has violated, or is under investigation for violating, any Laws, or if Buyer is identified on any applicable sanctions list, Seller shall have the immediate right to terminate its relationship and/or any contract with Buyer without liability.

10. THIRD PARTY AGREEMENTS

Seller shall not be bound by the provisions of any contract or agreement that may exist between Buyer and any third party to which Seller is not directly party to. Seller expressly rejects and disclaims any liability under any such contract or agreement.

11. SOFTWARE AND FIRMWARE

Notwithstanding any other provision herein to the contrary, 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, software, and documentation. Except as otherwise provided herein, Buyer is hereby granted a limited, nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third-party owner's applicable license terms. Buyer acknowledges that all other intellectual property rights in the Goods and Services, including any modifications thereto in relation to this Agreement, are owned by Seller.

12. GENERAL PROVISIONS

- (a) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent.
- (b) There are no understandings, agreements, or representations, express or implied, not specified in the Agreement.
- (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two (2) years after the cause of action has accrued.
- (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller.
- (e) The Agreement is formed and shall be construed, performed, and enforced under the laws of the Province of Alberta, Canada. However, Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall be only in the United States or Canada and in the State or Province where the Goods involved in such actions were manufactured or in which the Services were performed.
- (f) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- (g) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement. Seller specifically objects to the application of any Federal Acquisition Regulation (or similar legislation, including in other jurisdictions) provision or clause to the Agreement.