

U Technology Terms and Conditions

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These Terms and Conditions apply to every sale of Products 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 supersede any of the Buyer's standard terms and conditions whether set out in the Purchase Documents or otherwise.

1.0 Definitions

“Buyer” means the company, partnership, person or entity purchasing the Products and/or Services from the Seller identified in the Purchase Documents;

“Products” means any equipment part(s) or configuration of hardware and software being purchased by the Buyer as more particularly identified in the Purchase Documents;

“Purchase Documents/Order” means the documents accompanying these Terms and Conditions which more fully describe the Products and/or Services, including, as applicable, the Buyer's request for quotation, Purchase orders, and the Seller's quotation;

“Seller” means U Technology Corporation and any division, affiliate or related company identified in the Purchase Documents;

“Services” means the services of any description or kind to be provided by the Seller in relation to the Products as more particularly identified in the Purchase Documents;

“Software” means the executable file of the computer programs, and not the source code, to be provided by the Seller to the Buyer, which is more particularly described in the Purchase Documents.

“Terms and Conditions” means these general terms and conditions.

2.0 Quote Validity and Pricing

Unless otherwise specified by the Seller, the Seller's price for the sale of the Products 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 Products do not

cover storing, shipping, installing, starting up or maintaining Products unless expressly stated in the Seller's quotation.

3.0 Payment Terms

The Buyer shall pay the Seller the price of the Products and/or Services provided within thirty (30) days from the date of the Seller's invoice, subject to approval of the Seller's credit department (O.A.C.). In the event that the Seller does not have approved credit, 100% of the total price stated on the invoice, plus 100% of all applicable taxes will be required at time of pick-up and/or shipment of Product(s). Buyer shall pay Seller interest monthly, calculated from the due date for each payment at the rate of 2.23% per month (26.8% per year) on all amounts which are outstanding for more than 30 days after payment is due, until the date of actual payment, whether before or after judgment. Buyer shall pay all costs and expenses of Seller incurred in collecting payment of any overdue amount or interest from Buyer, including actual legal fees paid or payable by Seller. Dates are from date of invoice. Invoices are e-mailed within one (1) day of shipment. All prices are in Canadian dollars. Payment can be made by Visa, MasterCard, American Express, Debit, Cash or Cheque. A \$25 fee will apply to all NSF cheques.

a. Standard Product Order (O.A.C.):

NET 30 from the date of Purchase Order (PO)

b. Custom Product Order:

50% - Deposit at the time of order with a Purchase Order (non-refundable)

4.0 Credit Verification

For the purpose of granting credit and providing credit services, Buyer consents to disclosure to Seller of credit, financial, and related personal information (including a credit or consumer information report) from any credit bureau, authorizes Seller to make such inquiries at any time, and directs holders of such information to provide same to Seller. At any time after Buyer's acceptance of this Quotation, Seller may terminate the agreement resulting from such acceptance if Seller determines, in its sole discretion, that it considers Buyer's credit worthiness to be insufficient for Seller's purposes.

5.0 Lead Time and Shipping Dates

Shipping dates are approximate and are based on conditions existing at the time of U Technology's receipt of Buyer's firm order and full information.

6.0 Cancellation and/or Re-Stocking Fees

No merchandise may be returned without prior written authorization. This written authorization will be issued at the discretion of U Technology Corporation and must be requested by the Buyer. The following must be included in the request:

- a. Invoice number;
- b. Model number of the Product(s);
- c. Reason for returning the Product(s); and,
- d. Current condition of Product (unopened, opened, defective, missing parts, etc.).

A Return Approval ("RA") number will be issued once approved by U Technology. The Buyer has fourteen (14) days from the date on the RA to return the Product(s). After fourteen (14) days, this RA will expire. In the event that a refund is agreed to by U Technology, the Buyer will receive the agreed to funds within seven (7) to ten (10) business days.

Non-defective materials must be in sealed in original carton complete with all accessories, components and Product literature.

Up to 50% cancellation charge may apply for any order cancellation.

100% of charge will apply for any custom orders.

7.0 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.

8.0 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 Product(s) at a price to be agreed to between the Buyer and the Seller.

9.0 Freight Terms and Shipping

Unless otherwise noted, sales will be EXW (ex-works): U Technology Warehouse (Incoterm 2010). The Buyer agrees to arrange shipment when Product(s) are ready to ship or storage charges may apply. Transfer of risk of loss or damage to the Product(s) shall be governed by the applicable

Incoterm agreed to by the parties for the delivery of the Product(s) and, if no Incoterm is specified, all risk of loss or damage to the Product(s) while in transit shall be borne by the Buyer. In the event that the Buyer requests U Technology to ship the Product(s), the Incoterm applied to the sale will be CPT (carriage paid to): Buyer's Destination.

U Technology does not ship to PO boxes or postal outlet addresses.

In the event that only a portion of the Product(s) are shipped and delivered to the Buyer, the Terms and Conditions shall apply to such portion of the shipment, whether or not subsequent Product(s) are shipped and/or delivered.

10.0 Taxes

Prices do not include any applicable federal or provincial sale taxes. All taxes shall be paid by the Buyer.

11.0 Storage

Delivery will be made no later than the date agreed in the Purchase Order. If no time of Delivery is agreed, delivery will be made on a date deemed reasonable by U Technology. At the written request of the Buyer, Seller shall undertake to store the goods or part thereof as described in the Purchase Order at Buyer's own cost and risk in a workmanlike and expert manner for a period agreed upon between Buyer and Seller. If Seller places Product(s) or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. The storage period shall commence with the notification of availability for delivery but not earlier than on the agreed delivery date. Should the Buyer require in writing an extension of the storage period agreed upon as above, Seller may claim cost reimbursement from the beginning of the said time extension up to a maximum amount of direct, auditable and necessary costs.

12.0 Warranty

Buyer agrees to the provisions of the Warranty Document (UT-WARR-01) set forth by U Technology.

13.0 Exclusions and Limitations

In no event will U Technology be responsible to repair or replace cosmetic or structural items including, but not limited to, housings, cabinets or parts thereof, consumable items (such as batteries and tapes), or for regular maintenance resulting from normal wear and tear. U Technology

will not cover any Product which has been operated under conditions for which it was not designed and does not cover loss or damage resulting from external causes such as, but not limited to, defective or inadequate wiring, outages as a result of public utility company action or inaction, lightning, theft, misuse or abuse, or connection with Product(s) not recommended for interconnection by U Technology.

If U Technology, in its sole discretion, determines that a covered Product is not repairable (e.g. when parts are no longer available), U Technology may replace the Product with a Product of like kind, quality and functionality at the time U Technology determines the Product to be non-repairable. Unless otherwise precluded by law, U Technology shall be excused from further performance of this agreement as to the affected Product, which shall become the property of U Technology. Genuine factory parts will be used whenever possible; however, the use of refurbished parts is allowed under this agreement. The maximum liability of U Technology under this agreement shall not exceed the purchase price of the covered Product(s).

14.0 Governing Law

Sales shall be governed by and construed in accordance with the laws of the province of Alberta, including the applicable federal laws of Canada, but excluding that body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Buyer consents and attorns to the jurisdiction of the courts of such province. If any provision of these Terms and Conditions of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

15.0 Critical Components

Products are not authorized for use as critical components in life support systems or situations where failure to perform can reasonably be expected to cause significant injury to users or others.

16.0 Force Majeure

U Technology shall not be liable for any delay or failure in performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labour difficulties, terrorist acts, equipment failures or any other causes beyond the control of U Technology.