

Technical Software Consultant Limited – General Sales Terms and Conditions

Your attention is drawn in particular to the provisions of clause 10, 12 and 13

1. **ACCEPTANCE:** These general sales terms and condition governs any sales of products (the "Products") by Technical Software Consultant Limited ("TSC"), a company constituted under the laws of England under number 01787682. "Products" refers to Eddyfi, Inuktun, M2M, Silverwing, TSC and/or Teletest brand products.

Any order of Products shall implies the irrevocable and unreserved acceptance by the Buyer of these terms and conditions as well as any terms stated in TSC's quotation (the "Quotation"). Any additional or different terms and conditions which may appear in any communications or documents from the Buyer, including its terms and conditions of purchase, are hereby rejected and shall not be effective or binding unless specifically agreed to in writing by TSC.

2. **VALIDITY:** Quotations are firm for ninety (90) days from the date of the Quotation, unless specified otherwise in the Quotation. The order shall only be deemed to be accepted upon the issuance of a written order acknowledgement (OA) by TSC.
3. **PRICES, TAXES AND DUTIES:** All prices are effective only as set forth in the Quotation according to the schedule in that Quotation. Orders not placed in accordance with the Quotation (e.g. late order or requesting expedited delivery) may be accepted or may be subject to re-quotation and imposition of expedite fees, as determined by TSC. All prices are subject to change without notice and are subject to correction of clerical errors.

All payments shall be made without any deduction for or on account of any taxes, charges, fees and withholdings of any nature, unless if required by law. In such a case, Buyer will pay TSC the additional amounts necessary to ensure receipt by TSC of the full amount which would have been received but for the deduction.

4. **PAYMENT:** Except as otherwise agreed to by TSC in writing, and upon approved credit, invoices will be issued as of the date of shipment and shall become due and payable in the lawful currency specified in the Quotation thirty (30) days after the issuance thereof. All invoiced amounts unpaid and outstanding will be subject to a charge of one and one half percent (1½%) per month (18% per annum) or up to the maximum allowed by applicable law from the date due or up to the maximum allowed by applicable law from the date due.
5. **DELIVERY, TITLE, AND RISK OF LOSS:** Unless otherwise specified in the Quotation, delivery is FCA (Manufacturing Site). TSC will ship goods at the request and cost of the Buyer and in the absence of specific Buyer instructions, goods will be shipped via the carrier TSC deems most practical. In any case, delivery and risk of loss is in accordance with INCOTERMS 2010. Title to Products shall pass to the Buyer upon full payment of the invoice(s).

The delivery times communicated to the Buyer are given by TSC only as an indication. Even in the event of written acceptance of firm deadlines, TSC is automatically released from any commitment relating to deadlines in the following cases: (i) Technical risks, failure of TSC's suppliers, force majeure; (ii) Inaccuracy or lack of information to be provided by the Buyer; (iii) Delays attributable to any fault of the Buyer.

If the Buyer refuses to take delivery of the Products, TSC is entitled to store them at the expenses and risks of the Buyer and to claim reimbursement of the related costs which are payable without delay upon receipt of the invoice. If the Buyer keeps refusing seven (7) days after the Products have been made available, TSC is entitled to cancel the order and claim from the Buyer any costs related to the storage, the conservation and the transportation of the Products, as well as any other costs or damages incurred because of such cancellation.

No claim for error in shipment will be considered unless made within ten (10) days of Buyer's receipt of goods.

6. **ORDER CANCELLATION:** No order may be cancelled by Buyer, in whole or in part, without TSC prior written consent. Any approved cancellation is subject to assessment of a cancellation fee as determined by TSC.

TSC may cancel the order without liability if in its reasonable opinion Buyer becomes insolvent or unable to pay its debts as they fall due.

7. **RETURNS AND RESTOCKING FEE:** Except as provided for under the Limited Product Warranty set out below, TSC does not allow for return and restocking of products. However, if TSC approves a return, returns are subject to a return/restocking fee as determined by TSC. Special designs and non-catalog items may not be returned. All returned product shall be sent to TSC freight prepaid by Buyer in packaging appropriate to prevent damage in transit.
8. **ALTERATION:** TSC reserves the right to alter component designs without notice provided this has no material effect on the functionality of the goods.
9. **INTELLECTUAL PROPERTY:** All intellectual property rights (including, without limitation, patents, trademarks, registered designs and any rights to apply for same, copyright, design rights, database rights, rights in and to confidential information and know-how) and any rights analogous to the same anywhere in the world and existing at any time in Products or arising out of or relating to the design or manufacture of Products or the provision of services shall belong to and remain vested in TSC.
10. **LIMITED PRODUCT WARRANTY:** Except as otherwise agreed to by TSC in writing, products such as instruments, mechanical products, spare parts, probes and cables are warranted, to the original Buyer only, for use solely by Buyer or direct affiliate, against defects in material and workmanship for a period of twelve (12) months from the date of Delivery. Probes and cables are considered consumables and require periodic replacement due to wear. TSC does not warrant the service life of probes or cables. TSC does not warrant any Products against defects caused by misuse, abnormal operating conditions, alterations or damage caused by events beyond the control of TSC shall not be liable for product defects caused by or resulting from any inaccuracies in any drawing, description or specification supplied by the Buyer.

Upon Buyers written request during the warranty period, TSC, at its choice, will repair or replace defective products within a reasonable time. The original term of warranty applies, without extension,

for repaired or replacement products. All defective merchandise shall be sent to TSC freight prepaid by Buyer in packaging appropriate to prevent damage in transit. The Limited Product

Warranty does not apply to periodic calibration or minor maintenance as described in Products operating manuals.

All Buyer paid repairs performed by TSC are warranted against defects in materials and workmanship for 90 days from the completion of repair. Upon Buyers written notice of defect within the 90 day period, TSC will replace the defective part(s) and/or reperform the service. This warranty is limited to failures in areas directly related to the repair performed. After a warranty repair, the "current" calibration is validated but a new calibration is not provided free of charge.

TSC does not warrant any non-Eddyfi/Inuktun/M2M/SilverwingTeletest/TSC brand products.

11. **SOFTWARE:** Eddyfi, Inuktun, M2M, Silverwing, Teletest or TSC softwares are subject to specific Software License Agreement. The software is not sold, but granted under a non-exclusive and restrictive license. The software must be used with the software-enable hardware or software key supplied by TSC.
12. **LIMITED SERVICE WARRANTY:** TSC agrees to perform service for Buyer on the expressed condition that TSC's sole obligation will be that the service will be performed in a professional and competent manner and will be of the kind and quality described in the Quotation. TSC does not warrant the fitness, suitability or condition of Buyer's equipment upon which TSC services are performed. If there is a specific problem with the quality of the service performed, Buyer shall inform TSC in writing and, if feasible, the service will be re-performed at no additional charge. In the event corrective services are performed by TSC, Buyer must provide adequate access to the equipment to allow TSC to perform these services. Any additional costs incurred to provide access to the equipment will be the responsibility of the Buyer. If re-performance of the service is not feasible, TSC and Buyer shall negotiate in good faith to arrive at an equitable settlement.

REGARDLESS OF WHETHER UNDER CONTRACT OR TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, THE LIMITED PRODUCT AND SERVICES WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICE WARRANTY ARE THE SOLE LIABILITY OF TSC WITH REGARD TO ITS PRODUCTS AND SERVICES.

13. **LIMITATION OF LIABILITY:** TSC's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the goods, services, software, documentation, or sitework supplied under the Quotation, shall in no event exceed the purchase price of the applicable item(s). In no case shall TSC be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, direct liability or any other legal theory. Excluded damages include, but are not limited to; loss of profit, loss of savings or revenue, loss of use of the product or any associated equipment, downtime, the claims of third parties, including Buyer, damage to property or injury to personnel.

Nothing in these conditions shall limit or exclude TSC's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for TSC to exclude or restrict liability.
14. **COMPLIANCE WITH EXPORT CONTROL REGULATIONS:** Buyer agrees to take no action which will cause TSC to be in violation of any law. Such laws shall include but not be limited to the Canadian, United Kingdom, EU, US, or United Arab Emirates Export Control Regulations or equivalent. Diversions, use, export, re-export contrary to the law is prohibited. The products may not be exported or re-exported to countries or to entities and persons that are ineligible under the Canadian, United Kingdom, EU, US, or United Arab Emirates Export Control Regulations or equivalent to receive commodities, technology and/or software. Buyers that intend to resell or pass the goods to a third party, must declare all End User information to TSC. It is the responsibility of Buyer to understand the seriousness of exporting Products without proper licenses or authorizations.
15. **FORCE MAJEURE:** TSC shall not be liable for any delay or failure to ship goods or provide services if such delay or failure is caused by circumstance beyond TSC control, including but not limited to labor dispute, strike, embargo, war, riot, insurrection, civil commotion, fire, flood, accident, storm or any act of God, failure of supplies or transportation, governmental action or other causes beyond TSC reasonable control.
16. **WAIVER:** No failure or delay by TSC in exercising any rights under these terms and conditions shall impair such rights or be construed as a waiver thereof nor shall any single or partial exercise of any rights preclude any other or further exercise thereof or the exercise of any other rights.
17. **THIRD PARTY RIGHTS:** These terms and conditions are not intended to create any rights of any kind whatsoever enforceable by any third party, including any rights enforceable under the Contract (Rights of Third Parties) Act 1999.
18. **SEVERABILITY:** If any provision herein is invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions herein shall not be affected.
19. **APPLICABLE LAW:** These terms and conditions shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the English Courts.

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