

Terms and Conditions for the Sale of Goods & Services

JCOM Automation Inc. (“**Seller**”) and the Customer named on the face hereof (“**Buyer**”)

1. Full Agreement. The face page hereof, along with the following terms and conditions, represents the entire agreement between Seller and Buyer (the “**Sales Contract**”) with respect to the goods and/or services specified on the face page. Seller shall not be bound by any additional or different terms whether printed or otherwise in Buyer's Purchase Order unless specifically agreed to by Seller in writing.
2. Purchase Price. Prices are quoted CPT to the place of destination in Canada, and are exclusive of all taxes, expedited delivery costs and special packing. There is a \$100.00 minimum order value. All goods are insured to the place of destination in Canada. Any claims for damage incurred in transit must be notified in writing to Seller within 14 days of delivery.
3. Quotations. Unless otherwise stated, Seller's quotation shall be null and void unless accepted by Buyer within thirty (30) days from the date of quotation.
4. Delivery. Seller shall in good faith attempt to effect delivery by the date specified but shall not be responsible or liable for delays due to unexpected circumstances. In no event will Seller be liable for incidental or consequential damages resulting from failure to meet the specified or amended delivery dates.
5. Payment Terms. Unless provided to the contrary, Buyer shall pay Seller the full purchase price for goods within 30 days from the date the goods are available for dispatch and the full purchase price for any services delivered within 30 days of the Seller's delivery of its invoice therefor, if such services are billed separately from the goods. 1-1/2% interest will be added each month on past due accounts but notwithstanding this the Seller retains the right to commence proceedings against the Buyer to recover all monies owing. The title of the goods will not be deemed to have passed to the Buyer until the full purchase price and any interest due is paid to the Seller. If the total purchase price is over \$20,000 CAN, then 70% of the purchase price must be paid in advance.
6. Guarantee. Notwithstanding anything to the contrary contained herein, the goods transferred hereunder shall only be covered by the warranty, if any, of its manufacturer. The foregoing is the exclusive warranty and no other warranty, express or implied, exists between the parties. In particular, but without limitation, the parties disclaim the implied warranties of merchantability and fitness for a particular purpose to the maximum extent permitted by law.
7. Cancellation of Work. Any purported cancellation of the Sales Contract by the Buyer prior to the dispatch of the goods shall be effective only 1) if made in writing 2) if accepted by the Seller and 3) on payment by the Buyer of the full price of any services performed up to such date and 25% of the price of the goods stated on the Seller's order acceptance form as well as such expenses as may be notified the Buyer by the Seller as the Seller may have incurred in connection with the Sales Contract. The Seller is under no obligation to issue credit on returned goods if they were correctly supplied.
8. Liability. The Seller shall not be liable for loss of use, revenue, profit or for injury or for any other consequential or incidental damages. Without prejudice to the foregoing, the Seller's maximum liability shall, in all cases, be limited to the purchase price of the particular goods under the Sales Contract. In the event any professional services are provided to Buyer by the Seller, the Buyer acknowledges that the Seller: (i) is not representing or warranting anything with respect to such services and (ii) is not insured in accordance with the minimum requirements of Regulation 941 of the Professional Engineers Act (Ontario). The Buyer hereby consents to the Seller providing these services without that insurance.
9. Modifications. Notwithstanding that additions or revisions to these terms and conditions may be agreed to between the Seller and Buyer, Clause 8, Liability, will always apply as stated above without alteration or amendment unless expressed agreed to by Seller.

10. Indemnification re Patents etc. The Seller shall indemnify the Buyer against any claim for infringement of any rights of patent, registered design, trademarks or copyright by the Buyer's use of the goods provided and upon condition that Buyer shall have made all payments due hereunder and shall (a) promptly deliver to Seller all infringement notices and other papers received by or served upon Buyer, (b) permit Seller to take complete charge of the defense of such suit and to compromise the same, if deemed advisable, and assist Seller in every reasonable way in the conduct of such defense. Similarly, the Buyer will indemnify the Seller if the infringement or alleged infringement arises from the Seller having followed a design or instruction furnished or given by the Buyer to the use of the goods in a manner or a purpose or in a foreign country not specified or disclosed to the Seller or to any infringement which is due to the use of the goods in association or combination with any other goods not supplied by the Seller.

11. Applicable Law and Attornment. The 'Sales Contract' shall be governed by the laws of the Province of Ontario and the parties hereby expressly attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

12. Severability and Non-Waiver. In the event any clause or paragraph hereunder is deemed to be invalid, the remaining terms shall remain in full legal force and effect. Waiver by Seller of any default or defaults of Buyer shall not be construed as a waiver of any subsequent or continuing default; and the acceptance by Seller of any overdue payments shall not constitute a waiver of any default except with respect to the payments so accepted. No extension of the time of payment or other accommodation granted to Buyer shall operate as a waiver of any of Seller's rights hereunder.

13. Risk of Loss. The risk of loss or destruction of or damage to, the goods shall be on Buyer from and after delivery thereof to Buyer or carrier. Said products shall be insured by Buyer at its own expense against loss or damage by fire and the other causes covered by an extended coverage endorsement, in an amount not less than the balance due to Seller hereunder.

14. Confidentiality. Seller and the Buyer agree that all confidential information supplied or obtained by either party shall be kept confidential and secure. Each party agrees to exercise the same degree of care in maintaining the other party's confidential information as it does with its own confidential information and to confine knowledge of confidential information only to its employees, affiliates, servants or agents who require such knowledge for use in the ordinary course and scope of their employment, service or agency and consistent with this Sales Contract. The parties shall not, during the term of this Sales Contract or thereafter, use, disclose, divulge or make available each other's confidential information to any third party either directly or indirectly in any manner whatsoever without the prior written consent of the other party or as otherwise required by law. Confidential information does not include any data or information which: (i) is or becomes publicly available through no fault of the receiving party; (ii) is documented as being in the rightful possession of the receiving party prior to its receipt from the other party; (iii) is documented as independently developed by the receiving party; or (iv) is rightfully obtained by the receiving party from a third party. In the event Seller is required by any applicable law to make practicable in advance as to the contents and timing of such disclosure.

15. Training Classes. For on-site training classes, 30% of the contract is due upon receipt of the Purchase order as a deposit. At this time, the date of the class is fixed. If the buyer wants to change the date, there is a \$500 cost. The seller may delay the course due to illness at no cost. The buyer may cancel at any time, but the deposit is forfeit.