1. Quotations and Orders

a. Quotations supplied by an employee of SELLER authorized to do so (Quotation) shall be intended for reference purposes only, constituting neither a binding offer to sell nor imposing any obligations or liability on SELLER. Quotations automatically expire thirty (30) days from the date they bear unless otherwise specified. (NOT: Quotations should have a copy of these T&Cs attached to them, because there is no such thing as publication of T&Cs in a public register that therefore makes them binding on all of SELLER’s contracting parties.)

b. Should Customer wish to accept a Quotation, they must provide SELLER with notice of intent to accept in addition to purchase order which shall incorporate the terms and conditions of the Quotation and any other terms and conditions agreed upon between SELLER and Customer (Purchase Order). Customer's Purchase Order must include the delivery dates, the quantity and agreed upon upon between SELLER and Customer (Purchase Order).

c. SELLER reserves the right to accept or decline any Purchase Order. SELLER will not be bound by any form of acceptance unless in written form and signed by SELLER within thirty (30) days after receipt from Customer, during which time the Purchase Order may only be cancelled, re-issued, re-priced or modified by SELLER or its duly authorized representative has given prior written consent. Any such Purchase Order deemed accepted shall only be binding on SELLER to the extent that it is in accordance with the Quotation and any term of sale which SELLER shall choose to include from time to time (Sales Confirmation). SELLER reserves the right to invoice to Customer with each delivery of products (excluding those products that Customer has specifically agreed on in writing to be excluded from such Sales Confirmation). During the period that SELLER recharacterizes its interest in all Products sold, or any part thereof, SELLER will hold back any undelivered Products without incurring any liability to Customer for non-performance or non-delivery or any delay in delivery; (vii) terminates any relations with the Customer; and/or (viii) enter the Customer's premises to recover any Products supplied to Customer. Customer agrees to pay any costs associated with payment, collection or recovery of the Products.

2. Delivery

a. Unless otherwise agreed on in writing, delivery of all Products by SELLER shall be FOB Works. Such delivery shall take place at the time designated by SELLER, as such delivery time may be amended by SELLER from time to time. SELLER shall be liable for all costs associated with delivery and shall make all arrangements associated with the pick-up of the Products. Any third-party carriers or other service delivery services is subject to rates, terms, and conditions. Customer shall always arrange all insurance of all kinds in order to meet possible Damage or loss in transport of or from the Ex Works delivery, nor shall any carrier arranged or to be arranged by the Customer be an agent of SELLER. SELLER reserves the commercially reasonable efforts to meet requested dates and times for delivery of Products within SELLER's normal delivery time frame if any. In the event that SELLER issues its Sales Confirmation. However, specific dates and times will not be guaranteed and time shall not be of the essence unless specifically agreed on in writing by the parties. Compliance by SELLER to the estimated or guaranteed date of delivery of Products shall relieve the Customer of commercial, contractual and technical issues between Customer and SELLER have been settled and any period for the delivery of Products by SELLER or its agents shall be extended as necessary in SELLER's view until such settlement has been reached.

b. Unless otherwise agreed in writing by the parties, SELLER reserves the right to deliver Products in instalments on a time-share or periodic basis, or any part thereof, SELLER will beheld as a separate transaction and, except as set forth or referred to in the Sales Confirmation, payment thereof shall be in proportion to the overall payment set out in the Sales Confirmation. Delay or failure by SELLER to deliver an instalment in accordance with these Terms will not entitle Customer to repudiate or cancel the delivery of other instalments or stages of Products under the invoice. Where a Product order is not available, SELLER may back-order the Product in question and such back-ordering shall not be a breach of SELLER's obligation to supply.

3. Title and Security Interest

a. Title to Goods sold passes from SELLER to Customer at the same title time title passes to the Customer.

b. SELLER reserves and Customer grants to SELLER a security interest in all Products sold and all proceeds therefrom to secure the payment of all amounts due and payable at any time thereunder for amounts due and payable at one and one-half percent (1.5%) monthly or the maximum rate permitted by applicable laws.

c. If at any time SELLER believes in good faith or otherwise has reason to believe that Customer's financial condition or credit rating does not justify a sale on credit or if Customer is at any time insolvent or SELLER reasonably believes that any other obligation owed to SELLER, then in addition to any other rights it may have under these Terms SELLER may: (i) suspend further delivery of Products until payment is received in full; (ii) revoke any credit previously extended or require full or partial cash payment in advance of production and/or delivery; or (iii) refuse to despatch any undelivered Products without incurring any liability to Customer for non-performance or non-delivery or any delay in delivery; (vii) terminates any relations with the Customer; and/or (viii) enter the Customer's premises to recover any Products supplied to Customer. Customer agrees to pay any costs associated with payment, collection or recovery of the Products.

4. Inspection of Goods

a. Customer shall inspect all Products received from SELLER immediately at delivery at its location designated for the purpose and for the purpose of identifying and locating any defects. Any damage, defect, incorrect or incomplete delivery, or deviation from the Sales Confirmation, that is or would be visible or before or after unpacking Products from the packing in which they are supplied by SELLER (any and all of the foregoing collectively Visible Damage) must be reported in writing to SELLER within seven (7) days of receipt of the Products (the Inspection Period). To the extent SELLER is not advised of any Visible Damage within the Inspection Period, Customer will be deemed to have unconditionally accepted the Products in all respects. Customer is not permitted to return any defective and SELLER must accept delivery but may make such acceptance subject to conditions that the defect is of such nature that Customer describes in writing to SELLER prior to the end of the Inspection Period.

b. If at any time during the period of SELLER's responsibility and exists at the time of transfer of risk, SELLER shall comply with all applicable laws and regulations. If any undelivered Products without incurring any liability to Customer for non-performance or non-delivery or any delay in delivery; (vii) terminates any relations with the Customer; and/or (viii) enter the Customer's premises to recover any Products supplied to Customer. Customer agrees to pay any costs associated with payment, collection or recovery of the Products.

5. Equipment Use

a. During the period that SELLER retains a security interest in the Products, Customer agrees to:

i. use, operate, care for and maintain the Products in accordance with SELLER's operating manuals and instructions;

ii. not remove the Products from their original location or for other purposes without SELLER's prior written consent;

iii. not to misuse or abuse the Products; and

iv. not to make any alterations, additions or modifications to the Products without SELLER's prior written consent from SELLER.

b. Customer shall maintain insurance coverage for the Products in the amount of its full replacement value for any risks of loss or damage and the insurance shall be in effect from any cause from the date that the Products are placed in the possession of the Customer until such time, if any, possession passes back to SELLER.

6. Installation

a. If mutually agreed in writing, SELLER will install Products at the facility or location designated by Customer (Installation Services), provided that the facility or location has been properly prepared in accordance with SELLER's site preparation specifications and other requirements that have been agreed to by SELLER and on such other terms as are agreed (Installation Specifications).

b. In addition to fulfilling and agreeing to any Installation Specifications, Customer shall provide, at its expense, all necessary assistance to SELLER to complete the Installation Services. Such assistance shall include but not be limited to:

i. complying with all applicable laws and regulations prescribed by any relevant governing body, including, without limitation, any health, safety, environmental, labor, and insurance and such other applicable laws and regulations; and

d. providing SELLER, its employees, agents, consultants, subcontractors, representatives, and affiliates with unrestricted and unencumbered access to the Customer's facility, including but not limited to such other facilities as reasonably required by the aforementioned terms and conditions, including but not limited to:
SELLER to complete the Installation Services within [ten (10)] business days of the date of the invoice, and SELLER shall, at its sole discretion and within [ten (10)] business days of the date of the invoice, complete either: (i) provide information to Customer confirming that Installation Services are not deficient; or (ii) have Customer or its representatives inspect the Installation Services. If SELLER determines that the Installation Notice was given without cause, Customer shall reimburse SELLER for all applicable costs and expenses thereby occasioned to SELLER. If Customer fails to provide the Installation Notice to SELLER within [ten (10)] business days after delivery of the Installation Notice, Customer shall be deemed to have irrevocably accepted the Installation Services as at the date of the Completion Notice.

d. Customer shall not be entitled to an Inspection Notice if the alleged deficiencies are minor in nature and do not affect Customer’s ability to use the Products for their intended purpose, or if the alleged deficiency is as a result of the Customer’s negligence.

e. Records of all inspection work by Customer shall be maintained by Customer and made available to SELLER for a period of [thirty-six (36)] months after the delivery of the Completion Notice.

11. No Warranties

SELLER PROVIDES NO WARRANTY WHATSOEVER IN RESPECT OF ITS PRODUCTS OR SERVICES WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THERE ARE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH SAMPLES SHALL APPLY. SELLER DISCLAIMS AND DISCLAIMS WHATEVER WARRANTIES OF SERVICES, OTHERS, WHETHER DESIGNATED BY SELLER OR BY CUSTOMER.

12. SELLER-Approved Suppliers

SELLER shall have the final liability for acts or omissions of SELLER-approved suppliers, repairers and others that Customer is required by these Terms to use. Customer shall ensure that its insurance provides full coverage for all such SELLER-approved suppliers.

13. Insurance (NTO: have your insurance broker review)

Customer shall at all times at its expense maintain comprehensive general liability insurance that includes without limitation coverage for improper installation, design, manufacture, repair, alteration, maintenance, and use by, and to the use of persons, and builders risk construction insurance, for such amounts for each occurrence and in the aggregate as SELLER may require, but in any event not for less than $3 million per occurrence and $6 million in the aggregate. The policy must be with reputable insurers, will show SELLER as an additional insured and loss payee, will have deductibles not exceeding $1,000 and will provide that coverage will not be reduced or terminated unless 30 days prior written notice has been given to SELLER.

14. Limitation of Liability

a. SELLER’S LIABILITY WITH RESPECT TO ALL CLAIMS FOR LOSS, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, RELATING TO OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY GOODS OR SERVICES COVERED BY OR FURNISHED UNDER OR IN RELATION TO ANY EXTENSION OR EXPANSION THEREOF (INCLUDING REVISIONS) SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE soll AT THE TIME THAT GAVE RISE TO THE CLAIM. ALL SUCH LIABILITY SHALL TERMINATE ON THE EXPIRATION OF THE TERM STATED SPECIFIED ABOVE.

b. In no EVENT, WHETHER BASED ON CONTRACT, INDENITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY CLAIMS OR LOSSES RELATED TO, ARISING OUT OF OR RESULTING FROM THE SALE, INSTALLATION OR COMMISSIONING OF GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION INCIDENTAL, FUTILE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, BUSINESS INTERRUPTION COSTS, DOWNTIME COSTS, INJURY TO OR LOSS OF PERSON OR PROPERTY OR DEATH, OR CLAIMS OF CUSTOMERS OF CUSTOMER FOR SUCH DAMAGES, SELLER OR ITS REPRESENTATIVES, AGENTS OR EMPLOYEES, OR ANY PERSONS, OR CORPORATIONS, ENTITIES, OR UNITS OF CUSTOMER OR BY CUSTOMER OR ANY THIRD PARTY WHO IS NOT AN END USER OF SELLER’S GOODS, CUSTOMER SHALL OBLIGATE FROM SUCH THIRD PARTY A COVENANT AFFORDING SELLER AND ITS SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

c. Any action or suit by Customer against SELLER relating to the Order Documentation must be brought within one (1) year of the date of invoice.

15. Indemnity

To the fullest extent permitted by law, Customer agrees to indemnify, defend, protect and hold harmless SELLER and its affiliated companies, and their respective partners, successors, assignees, the officers, directors, employees, members, partners, officers, directors, shareholders, agents and employees of every such party (hereinafter collectively referred to as “Indemnitee”) from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind or nature, including without limitation losses of business, profits, costs, and legal fees, for injury to or death of any person or property, for legal or equitable damages (including without limitation, claims for pollution and environmental or ecological injury or other criminal or penalties, arising in favor of any third party or governmental agency or entity, or any individuals, or their heirs, personal representatives and beneficiaries, in connection with or arising out of, directly or indirectly, or in any way incidental to the Order Documentation or these Terms, or the performance of the Products provided by SELLER (collectively “Liabilities”) that are incurred by or on behalf of the Indemnitee, and that such indemnity shall apply regardless of whether the alleged Liabilities arise, in whole or in part from the actual or alleged comparative, concurrent, active, passive, or contributory negligence of SELLER, Customer’s agreement to pay all costs and expenses in connection with the Liabilities, whether brought within one (1) year of the date of invoice.

16. Intellectual Property

SELLER shall at all times retain all right, title and interest in and to the Software Products delivered by SELLER. SELLER shall retain ownership of all right, title and interest in such inventions, improvements, developments and discoveries that have application to the SELLER’s business, it being the intention that SELLER not be precluded from creating and reusing advances in its own business.

17. Software

For all KNOX products which contain software, no title or ownership of software shall be transferred to Customer. The software component of the SELLER Products shall be licensed to Customer for Customer’s own use of the Product. The software may not be sublicensed, assigned, transferred or provided to third parties, or duplicated in any form or medium except as necessary for program execution or archival storage. SELLER grants the Customer, and Customer accepts a limited, nonexclusive, non-transferable license to use SELLER’s Software only in conjunction with its use of SELLER Products in accordance with these Terms and these Terms and these terms including the use of SELLER consumables. The license granted to the Customer extends to the Customer’s employees, agents, customers and contractors and for all parties that receive copies of the SELLER Products in accordance with SELLER operating and installation procedures. SELLER shall be entitled to terminate its supply commitment immediately without liability to Customer if SELLER’s performance is prohibited by applicable law.

18. Force Majeure

SELLER shall not be held liable or deemed in default if it prevented from performing any of its obligations by reason of fire, flood, drought, act of God, war, riot, strike, lockout, act of civil or military authority, embargo, material shortages, or governmental orders which in any way interfere with the purchase or manufacture or delivery of the necessary material or products required to manufacture or fabricate the Products. SELLER shall be entitled to terminate its supply commitment immediately without liability to Customer if SELLER’s performance is prohibited by applicable law.

19. Assignment

Customer, not assign, sublease, sublet or subconvey any of its obligations under this agreement. Voting control of Customer shall remain as follows:

- [insert controlling shareholder’s full name and address] during the term of this agreement. SELLER may assign this agreement in its sole discretion, and shall notify Customer of such assignment within 30 days thereof. Subject to the preceding two sentences this agreement shall ensue to the benefit and be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assignees.

20. Inconsistency

In the event of any inconsistency between or ambiguity in the provisions of any other document and these Terms, these Terms shall prevail unless specifically otherwise agreed on in a written agreement signed by an authorized signing officer of SELLER or of SELLER’s duly authorized representative. SELLER shall not be bound by Terms and conditions afforded to Customer in Order Documentation or other procurement documents that are in conflict with or fabricate the Products with these Terms. Neither commencement of performance nor delivery by SELLER shall be deemed or constituted as acceptance of Customer’s additional or conflicting Terms and conditions.

21. Notice

Any notice, approval, consent, waiver, or other communication to be given hereunder (Notice) shall be in writing and shall be deemed to be sufficiently given by deposit in Canada by registered mail (return receipt requested), postage prepaid, and addressed as evidenced, or by facsimile, or email, or such other address of which either party may have given notice as provided in this sentence, and any such facsimile or email or email shall be deemed to have been given and received on the fifth business day following the date of mailing. Any Notice or such other matter may also be given by fax or by any other electronic means (including but not limited to an email or PDF attachment permitted in the signature or similar original or true copies thereof to be viewed), and shall be deemed to have been received on the next business day following confirmation by the sender’s transmission device of complete and error-free transmission.

22. Entire Agreement

These Terms and any document relating thereto including the Order Documentation contain the entire agreement between the Customer and SELLER and shall not be altered or amended except by written instrument signed by both parties.

23. Applicable Law and Jurisdiction

These Terms and any document relating thereto shall be governed and interpreted according to the laws of the Province of Ontario and all federal laws of Canada, without giving effect to conflict of laws principles. This agreement is subject to the jurisdiction of the United Nations Convention for the International Sale of goods. Both parties hereby expressly and irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising out of or in connection with these Terms.