

# TERMS AND CONDITIONS OF SALE

## THE CONTRACT

- (i) In these Terms and Conditions of Sale (hereafter "Conditions"), "Argus" means Argus Controls Systems Ltd. "Purchaser" means the company, firm, individual or other party with whom Argus contracts.
- (ii) The acceptance of any order or specification, and terms of payment relating to same, is subject to approval by Argus. All sales contracts shall be effective only when approved and acknowledged, in writing, by Argus. Changes to orders that have already been accepted by Argus must also be confirmed in writing and accepted by Argus, and where the changes result in an increase in the original cost, the additional costs shall be paid to Argus by the Purchaser.
- (iii) All contracts entered into between Argus and the Purchaser shall always be subject to these Conditions. In the event that the Purchaser has not received a copy of these Conditions in relation to a specific order, these Conditions shall nevertheless apply to the contract provided they had previously been made available to the Purchaser.
- (iv) Any description contained in Argus' catalogues, datasheets, website, price lists or other promotional or informational material is intended to present a general description of Argus' products only. Specifications are subject to change without notice. Only that description as contained in the final written contract between Argus and the Purchaser shall be considered final and actual.
- (v) All prices quoted are exclusive of taxes, freight and duties, unless specifically stated otherwise. Taxes, freight and duties are payable by the Purchaser.

## DELIVERY AND COMPLETION

- (i) Shipping dates are approximate and based on prompt receipt of all necessary information by Argus, including but not limited to signed approval drawings where appropriate. Shipping dates are provided in good faith, and Argus shall make its best efforts to see that delivery is made within the time estimated, subject, however, to delays caused directly or indirectly by matters beyond its control, including but not limited to failure or delay in source of supply, acts of governmental authorities, transportation delays, acts of God, and accidents and disruptions such as fires, explosions, breakdowns of equipment and power shortages. In no event shall the failure to effect shipment in the time estimated give rise to damages or be considered cause for cancellation of the order where the delay is the result of circumstances beyond Argus' control, or unless the delay is excessive.
- (ii) Argus shall deliver the goods to the address provided by the Purchaser or his agent (hereafter the "Address").
- (iii) Unless otherwise agreed to in writing, the risk in the goods that Argus agrees to supply shall pass to the Purchaser as soon as delivery to the Address has been effected. Risk for the goods rests with the Purchaser during the installation and commissioning phase.

## PAYMENT Unless otherwise agreed to in writing by Argus:

- (i) The Purchaser shall make payment to Argus in accordance with the payment terms as defined in the quote document or order acknowledgment.
- (ii) If neither the Quote nor the Order Acknowledgment speak to payment terms, and the matter of payment terms has not been agreed to otherwise in writing by Argus, payment shall be made by the Purchaser to Argus within thirty (30) days of delivery of the goods to the Address.
- (iii) Argus shall have a right of action against the Purchaser for the price of the goods whenever the payment of the price becomes due, whether or not the goods have been received by the Purchaser. Even though risk has passed to the Purchaser when delivery of the goods is made to the Address, ownership in the goods shall not pass to the Purchaser until such time as total payment has been received by Argus.
- (iv) In addition to any other rights of Argus, interest is payable on all overdue accounts at the rate of 1.5% per month, or 18% per year.
- (v) Where the Purchaser defaults under the contract or any contract with Argus in respect of payment on the due date of any sum due to Argus, Argus, without liability, may postpone any further shipments or may cancel the contract or any other contract between Argus and the Purchaser, including any warranty obligations, but without prejudice to any right which Argus may have against the Purchaser in respect of the Purchaser's default.

## CANCELLATION

Unless otherwise agreed to by Argus, once accepted by Argus, orders shall not be subject to cancellation by the Purchaser, unless the Purchaser fully compensates Argus for all costs incurred, either directly or indirectly, to the extent that they are recoverable at law.

## **POSTPONEMENT**

If, after goods have been ordered by the Purchaser, the Purchaser seeks a postponement of delivery of those goods, Argus shall invoice, and the Purchaser shall pay to Argus the price of the goods according to the original schedule and terms of payment, as if delivery had been effected at the time originally agreed to. Further, the Purchaser shall be responsible for any extra costs resulting from the handling and storage of the goods, including insurance premiums. Prices quoted do not include extra costs of handling, warehousing and insuring goods.

## **PROPRIETARY INFORMATION**

Any technical information furnished by Argus to the Purchaser relating to or as a result of an order shall be considered confidential unless otherwise indicated by Argus, in writing, or unless required to be disclosed by governmental authority. Where the Purchaser is a general contractor, such information may be disclosed to the ultimate owner and/or user(s). In any event, such information shall not be reproduced, used or disclosed to others without Argus' prior written consent, and shall be returned to Argus upon request. Any information supplied by Argus pertaining to a particular contract or job is to be used only in relation to that contract or job, and may not be used in other applications or for other jobs. All controller software is the property of Argus, and is licensed for use by the Purchaser pursuant to the terms of the Argus Standard License and Warranty for Software and Hardware.

## **WARRANTY, LIABILITY THE LIMITATION THEREOF**

All warranties, guarantees and conditions in respect of the goods, other than those expressly stated in the Argus Standard License and Warranty are expressly excluded, including the implied warranties of merchantability and fitness for a particular purpose. Argus (including its directors, officers, employees and agents, as well as its parent and its directors, officers, employees and agents) assumes no liability for indirect, incidental or consequential damages of any kind, including but not limited to lost profits and business interruption. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the foregoing limitation or exclusion may not apply. In no event shall the liability of Argus exceed the purchase price of the specific good giving rise to the alleged loss.

## **CONSTRUCTION AND SEVERABILITY**

All Conditions in this document shall prevail over and supersede any contrary or inconsistent terms or conditions or other documents issued by the Purchaser, whether they have been communicated in the past or are communicated in the future. In the event that any provision of these Conditions is determined to be invalid or unenforceable, the remainder of the Conditions shall remain valid and enforceable to the maximum extent so as to achieve, as closely as possible, the original intentions.

## **APPLICABLE LAWS**

The laws of the Province of British Columbia, in Canada, shall govern if any dispute arises hereunder, with the courts of the Province of British Columbia having exclusive jurisdiction.