



## **TERMS & CONDITIONS OF SALE**

### **LIMITED OFFER**

Acceptance of Immotec Systems, Inc.'s offer to sell merchandise is expressly limited to the terms and conditions stated herein. Any proposed modification(s) not approved in writing by both parties shall be void and this agreement will be enforced as if such proposed modification(s) had not been made. In the event of any inconsistency between the terms and conditions of this offer and any purported acceptance or any purchase order, the terms stated herein shall prevail.

### **PRICES**

All prices are subject to change without prior notice and are not guaranteed. All prices are per unit (each) unless otherwise specified and do not include sales or local taxes.

### **CREDIT TERMS**

The standard credit terms of Immotec Systems, Inc., (hereafter Immotec) are 2% 10 days net 30. Net 30 means the check is received at Immotec on or before 30 days from the date of the invoice. REBILLING Fee of 2% per month on past due accounts will be assessed.

### **DELINQUENT ACCOUNT**

If full payment on an invoice is not received by Immotec within thirty (30) days of the Invoice Date, the account will become delinquent. A rebilling fee of 2% per month will be applied to the unpaid balance of all delinquent accounts. Terms may be changed to C.O.D. when the account becomes delinquent. Immotec reserves the right to deny future credit on delinquent accounts. Immotec may take any action permitted by law to collect full payment on a delinquent account, including, but not limited to, processing a draft against any bank account used as a reference to receive open account status with Immotec. Customer agrees to pay, in addition to the balance due and the rebilling fee, all fees and costs incurred, including attorney's fees and court costs.

### **GUARANTY**

Customer guarantees to Immotec the payment of all Customer's invoices. In addition to the total amount the account is delinquent, Customer agrees to pay any applicable rebilling fees, attorney's fees and court costs as enumerated in the above Paragraph, Delinquent Account. The liability and obligations of Customer hereunder are binding upon Customer and Customer's successors, transferees and assigns and inure to the benefit of and are enforceable by Immotec and its successors, transferees and assigns.



### **ACCEPTANCE OF ORDERS / QUOTATIONS**

Possession of prices from Immotec does not commit Immotec to accept any order. Immotec reserves the right to refuse any order and will not be bound to fill any order until it has been accepted by a representative of Immotec and confirmed by a written acknowledgment. Quotations are valid for sixty (60) days following the date of the quotation.

### **ACKNOWLEDGMENTS**

An acknowledgment is an exact copy of a customer's order as entered by Immotec and should be verified by the customer. If the acknowledgment does not agree with customer's understanding, Immotec should be advised within three (3) days or the order will be billed as acknowledged. Immotec's sales terms shall apply irrespective of any special stipulation appearing in customer orders, unless specifically acknowledged and accepted by Immotec.

### **RETURNS**

Standard items purchased from Immotec may be returned for credit, subject to a twenty (20%) percent restocking charge, within 30 days from date of purchase. Customer must advise Customer Service at Immotec of merchandise to be returned and an RMA confirmation E-mail will be issued. Goods returned without an RMA confirmation E-mail will not be accepted by Immotec. Credit against future purchases or replacements will be made at the option of Immotec if its investigation reveals goods were shipped in error or are defective in workmanship or material. All merchandise must be PREPAID AND PROPERLY PACKED. COD deliveries to Immotec will be refused by Immotec. Returned goods must be packed in original boxes. No credit will be given for product not in original form unless, upon Immotec inspection, product is found to be "defective." If product is returned as defective and found to be operational, product will be returned freight collect and no credit will be issued. No custom products including cards, tags, keys, transponders and customized firmware products, can be restocked for credit for any reason.

### **CHANGES OR CANCELLATIONS**

When a special order is entered, no change can be made and the order is non-cancelable. Cancellation of items already packed for shipment will be removed if possible with a twenty-five (25%) percent restock charge. Special order items are those items not normally stocked and made to order.

### **CLAIMS**

Every possible care is taken in the final examination of packing of goods, and no complaints can be entertained unless made promptly on receipt of goods. No claim will be allowed for work done by others, consequential damages, or other expenditure, and Immotec's undertaking to repair or replace defective goods is



its only liability. No claim for damage, shortage, or loss in transit will be considered unless notice in writing is given to the carrier and to Immotec within ten (10) days of receipt of goods.

### ***BACK CHARGES***

Immotec is not responsible for, does not authorize, and will not accept any charges for the cost of labor or material incurred by anyone other than Immotec for any installation, repair, service or replacement unless incurred with Immotec's prior written consent and agreement.

### ***FREIGHT CHARGES***

FOB point is Toronto, ON. Freight charges are prepaid and added to invoice. C.O.D. freight charges are paid by consignee.

### ***DISCONTINUANCE***

Immotec reserves the right to discontinue or change any price, product, design, function and finish without prior notice.

### ***FINISHES***

Although Immotec modifies products with the finest protective coatings, these coatings have their limitations, and in time may deteriorate from extremes of climate, frequency of use or other factors. Immotec does not consider excessive wear or tarnishing of the finish as a result of any of the above conditions as a defect, but rather a normal process which cannot be avoided. Thus, Immotec cannot guarantee product finishes and will not repair or replace finishes under this warranty.

### ***LIMITED WARRANTY***

Immotec Systems, Inc., warrants that its products are free from defects in workmanship and material under normal use and service. Since Immotec does not control product usage, Immotec makes no representation as to the degree of security conveyed by the use of any product. This Warranty does not cover defects or damage which occur from improper maintenance, improper storage, improper installation, shipping and handling, ordinary wear and tear, misuse, abuse, accident, unauthorized service, work done by others or consequential damages. Immotec will not pay for the cost of repair performed other than in accordance with this Warranty. Warranty work can only be performed by Immotec at the factory. Immotec's only liability, in tort or contract, whether under this Warranty or otherwise, is limited to providing repair or replacement of any product or component part which is proven defective as covered by the Warranty, within one (1) year after delivery from Immotec to the original purchaser. Written notice of a product or component part believed to be defective as covered by this Warranty should be sent to Immotec Systems, Inc., 415 Oakdale Rd, Suite 221,



Toronto, ON, M3N 1W7, and should include claimant's name and address, identification of the product, invoice number and date, and a brief description of the defect. Upon receipt of such notice, an Immotec representative will contact claimant as to where to ship such product or component part, shipping charges prepaid, for examination and, in the event such examination reveals a defect covered by this Warranty, the product will be repaired or replaced. This Warranty is in lieu of all other express warranties. To the extent permitted by law, all implied warranties are limited to the duration of this Warranty. Immotec shall not be liable for any incidental or consequential damages. Some provinces do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may have other rights which vary from province to province.

***GOVERNING LAW / VENUE***

The above shall be governed by and construed according to the laws of the province of Ontario and the Customer hereby submits to the jurisdiction of the courts of the province of Ontario and agrees that the venue in any action concerning any provision of the above Terms & Conditions of Sale shall be in Toronto, Ontario.