

Unless otherwise agreed to by TelcoBridges in writing, the following Standard Terms and Conditions of Sale ("Terms") apply to the purchase of TelcoBridges Inc's ("TelcoBridges") products & services to the exclusion of any other terms and conditions.

## 1. Acceptance and cancellation of orders

Each purchase order is subject to acceptance in writing by TelcoBridges. Any acknowledgement of receipt of an order does not constitute such an acceptance. Orders may not be modified or cancelled by Client without the specific prior written approval of TelcoBridges. Orders are non-cancellable and non-refundable.

## 2. Price

The price quoted in the quotation document is in U.S. dollars and includes packing to commercial standards for air freight. The price quoted excludes any tax, duty, levy or impost that may be imposed by any government or authority. Any tax, duty, levy or impost shall be paid by Client. If applicable, any tax, duty, levy or impost paid by TelcoBridges shall be reimbursed immediately by Client upon submission of the relevant invoice.

## 3. Terms of payment

Unless otherwise stated on the quotation, payment of the price for the products shall be made by Client as follows:

3.1 A down-payment is required in the amount of 25% of the total purchase order, for orders that include hardware. A pre-payment in the amount of 100% is required for orders of software and/or services only. These payments shall be made by bank transfer, within ten (10) days from the receipt of the order confirmation.

3.2 The balance of the agreed price shall be invoiced by TelcoBridges at the time the products are shipped. Payment in full of the invoiced amount is due 30 days from the date of invoice and shall be executed by Client by bank transfer. Partial payments and a late payment charge apply according to the following terms:

3.2.1 Acceptance of any partial payments shall not constitute a waiver of TelcoBridges' right to payment in full of all amounts owing from Client to TelcoBridges.

3.2.2 If not received within 60 days of the date of invoice, the owed amounts are considered overdue and a late payment charge of 2% per month of the unpaid balance, or the maximum allowed by law, whichever is less, shall be paid by Client.

3.3 TelcoBridges shall have the right to refuse to ship to Client, on credit, at any time until the full amounts owing from Client to TelcoBridges and any late payment charges have been paid.

3.4 Client agrees to pay all bank charges levied by the remitting bank and all charges relating to the international transfer of funds and all costs of collection, including reasonable attorney fees and costs. TelcoBridges agrees to pay charges levied by the receiving bank.

## 4. Delivery

Unless specifically mentioned, shipping and handling charges are not included in the quoted price. Client agrees to pay all freight, handling, delivery and insurance charges for the shipment of the products. The choice of the carrier and shipping method and route is at the election of TelcoBridges, unless specifically designated by Client and agreed to by TelcoBridges. Title to the products passes from TelcoBridges to Client upon full payment being received by TelcoBridges. Loss or damage that occurs during shipping by a carrier selected by TelcoBridges is TelcoBridges' responsibility. Loss or damage that occurs during shipping by a carrier selected by Client is Client's responsibility. Delivery dates are estimates only. TelcoBridges shall deploy all reasonable efforts to avoid delays in delivery. TelcoBridges may make partial deliveries at its own expense.

## 5. Inspection and acceptance of products

Client is deemed to have accepted the products unless a notice of rejection is given within ten (10) days after receipt. No return will be accepted without prior authorization of TelcoBridges. Product returns require a Return Material Authorization (RMA) number which can be obtained from TelcoBridges. Product returns without a valid RMA will be rejected. Products returned to TelcoBridges must be in their original, or equivalent, packaging. Other than for products determined to be "dead on arrival", non-functional or inoperable, Client is responsible for the risk of loss, and shipping and handling fees when returning products. TelcoBridges will pay for transporting the repaired or exchanged product(s) to the customer at the delivery point noted on the original purchase order.

## 6. Export controls

Client shall comply, and shall cause its distributors and integrators to comply, with all Canadian and U.S. laws and regulations controlling the export of certain commodities and technical data, including, without limitation all Regulations and Policies of Foreign Affairs and International Trade Canada and all Export Administration Regulations of the United States Department of Commerce. Among other

things, these laws and regulations prohibit or require a license for the export of certain types of commodities and technical data to specified countries. Client hereby gives assurance that it will comply, and will cause its distributors and integrators to comply with all Canadian and U.S. export control laws and regulations and agrees to obtain, at its expense, all necessary licenses and other authorizations and documentation prior to the exportation or re-exportation of any hardware, software or other product acquired from TelcoBridges. For further information on countries for which there are export restrictions you can visit web sites including the following: <http://www.international.gc.ca> and <http://www.bis.doc.gov>.

## **7. Limited warranty (hardware and software products)**

TelcoBridges' warranty ("Product Warranty") can be found on the TBWiki <http://docs.telcobridges.com> and is incorporated herein to form part of these Terms. Client is bound by the terms of the Product Warranty, and is responsible to ensure that such Product Warranty is remitted to the end-user. Client is not authorized to make any other warranties on behalf of TelcoBridges, and any such warranties given by Client will not bind TelcoBridges. TelcoBridges will not be liable for any statements or representations made in any form that go beyond, are broader than, or are inconsistent with such Product Warranty.

## **8. Service and support**

TelcoBridges' service and support program can be found on the TBWiki <http://docs.telcobridges.com> and is incorporated herein to form part of these Terms.

## **9. Limitation of liability and hold harmless**

TelcoBridges does not accept liability beyond the remedies set forth herein, including but not limited to any liability for product not being available for use, lost profits, loss of business or for lost or corrupted data or software, or the provision of services and support. TelcoBridges will not be liable for any consequential, special, direct, indirect, or punitive damages. Unless expressly prohibited by local law, no action, regardless of form, arising from these Terms may be brought by either party more than one year after the cause of action has occurred, except for an action for non-payment, which may be brought at any time.

Client indemnifies and holds TelcoBridges and its directors, officers and employees harmless from any and all legal proceedings, commenced or threatened, and any and all claims, losses and damages, including attorney's fees, and costs associated with Client's use of the purchased hardware and software products or its use of TelcoBridges' intellectual property rights, including TelcoBridges' name and trade-marks, or associated with Client's failure to comply with the Terms hereof and the terms of any other agreement entered into with TelcoBridges.

## **10. Governing law**

These Terms are governed by and construed in accordance with the laws applicable in the Province of Quebec, Canada. The courts sitting in the judicial district of Montreal, Province of Quebec, Canada, shall have jurisdiction to hear any claim or other proceeding arising in connection with the present Terms.

## **11. Language of Terms**

The parties hereto hereby declare that they have required that these Terms and any document or notice related thereto be drafted in English.

## **12. Force majeure**

TelcoBridges shall not be responsible for any delay or failure in performance of any or all of its obligations under these Terms caused by any act, omission, or event beyond TelcoBridges' reasonable control.

## **13. Severability**

Should any provision of these Terms be deemed contrary to applicable law and/or unenforceable by any court of competent jurisdiction, such provision shall be considered severed from these Terms but all remaining provisions shall continue in full force.

## **14. Assignment**

Client may not assign any of its rights or obligations under these Terms without prior written consent of TelcoBridges. TelcoBridges may assign any of its rights or obligations under these Terms without the prior consent of Client.