

## Standard Terms and Conditions of Sale

The Terms and Conditions of sale contained herein apply to all Quotations made and Sales Orders received by Tallysman Wireless Inc.

1. Tallysman reserves the right to refuse any Purchase Order for any reason including the following:
  - a. Delinquency of payment(s) by purchaser
  - b. Violation of any Patent belonging to Tallysman by purchaser
  - c. Violation of any existing Non-Disclosure Agreement
2. All prices quoted are in US Dollars, all shipping terms are EXW Tallysman Wireless Inc.'s facility in Ottawa, Ontario, Canada or FCA Tallysman Wireless Inc.'s facility in Ottawa, Ontario, unless otherwise stated.
3. The prices quoted herein will be valid for a period of Thirty (30) days, beyond which the prices are subject to change without notice.
4. The quoted price does not include any applicable taxes, tariffs, duties, surcharges, shipping charges, fees (including bank wire fees). These are the Customer's responsibility.
5. All Purchase Orders are Non-Cancellable Non-Returnable unless otherwise stated.
6. With six (6) weeks advance notice, Orders may be rescheduled if the new shipping date is not anymore than six (6) weeks later than previously agreed. Orders cannot be rescheduled more than once.
7. All new Customers are subject to 100% Prepayment Terms until a credit verification is completed and the Customer is granted Net 30 Day Terms by Tallysman Wireless Inc.'s Finance Department. Accepted methods of payment in USD are Wire Transfers, Mastercard or Visa, cheques via courier, and must be received prior to shipping.
  - a. Upon credit approval Net 30 Day Terms are granted and Tallysman Wireless Inc. requires the Customer to pay for any additional bank fees (wire fees or other) required for remitting payments. If a Customer's fees are not prepaid, an unpaid balance will remain on the Customer's account.
  - b. Tallysman Wireless Inc. reserves the right to set and adjust the credit limit for all outstanding orders with a Customer.
  - c. Tallysman Wireless Inc. reserves the right to revoke Terms should a Customer's account fall into arrears and may be required to prepay 100% until further notice.
8. All technical, commercial, and business information disclosed pursuant to this quote shall be maintained in confidence by both parties, and not disclosed to any third party without written authorization.
9. Title to product purchased shall remain with Tallysman Wireless Inc. until payment in full is received, where upon title shall vest with the purchaser. Risk of loss shall pass to purchaser EXW Tallysman Wireless Inc.'s facility located in Ottawa, Ontario, Canada. All claims for damages must be filed with the carrier. All shipments will be made per the Customer's requirements, if no instructions are provided, Tallysman Wireless Inc will exercise its own discretion.
10. Products sold by Tallysman Wireless Inc. are Warranted to be free from defects in materials, workmanship, and software and shall meet the specifications applicable at the date of purchase, and for a period of 3 Years for enclosed antennas and 1 Year for all other antennas from the shipment date from Tallysman Wireless Inc. THE FOREGOING IS IN LIEU OF ANY OTHER WARRANTY EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OR MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. The Liability of Tallysman Wireless Inc. under this Warranty is limited solely to replacing, repairing, or issuing credit (at Tallysman Wireless Inc.'s discretion) for such products that become defective or fail to meet the specifications during the schedule period, or prior to the date the Customer uses or resells such products, whichever date occurs first, provided that Tallysman Wireless Inc. will not be liable under this warranty unless:
  - a. Tallysman Wireless Inc. is promptly notified, in writing, by the Customer upon discovery of defects or failure to meet specification,
  - b. the defective unit is returned to Tallysman Wireless Inc, transportation prepaid by the Customer,
  - c. the defective unit(s) is(are) received by Tallysman Wireless Inc. for adjustment no later than Four (4) weeks following the last day of the Warranty period, and
  - d. Tallysman Wireless Inc examination of such unit shall disclose, to its satisfaction, that such defects or failures have not been caused by misuse, neglect, improper installation, repair, alteration, or accident.
11. VOIDING WARRANTY: IN NO EVENT SHALL TALLYSMAN WIRELESS INC. BE LIABLE TO THE CUSTOMER FOR LOSS OF PROFITS, LOSS OF USE, OR DAMAGES OF ANY KIND BASED UPON A CLAIM FOR BREACH OF WARRANTY.
12. TECHNICAL ADVICE: Tallysman Wireless Inc. warranties as hereinabove set forth shall not be enlarged, diminished, or affected by, and no obligation of liability shall arise or grow out of, Tallysman Wireless Inc. rendering of technical advice or service in connection with the Customer's order or the products furnished hereunder.
13. LIMITATION OF LIABILITY: IN NO EVENT IS TALLYSMAN WIRELESS INC. LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF PROFITS OR GOODWILL), OR SPECIAL DAMAGES RESULTING FROM ITS PERFORMANCE OR USE OF ANY GOODS OR SERVICES SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR SUCH PARTY'S NEGLIGENCE.