

## **STANDARD TERMS AND CONDITIONS**

- 1. PRICES** All prices are FCA 64 Arthur Hall Drive, Sharon, Ontario, Canada. All prices include standard commercial packing for domestic shipment. All transportation, insurance, special packing costs and expenses, and all federal, provincial and local excise, duties, sales, and other similar taxes are the responsibility of the Purchaser.
- 2. PAYMENT** Terms are prepayment unless otherwise agreed in writing. Interest shall be charged on overdue accounts at the rate of 18% per annum (1.5% per month) from invoice date. If you do not pay our accounts, we may at our option, immediately stop any support and pursue any collection remedy available to us. You agree to pay the costs of collecting the debt, including court costs, filing fees and any legal fees (special costs) incurred.
- 3. TITLE** Frontier Geomatics reserves the title for the goods, irrespective of the countries' law to which the goods are delivered, so long as Frontier Geomatics still has contractual claims against the buyer. Frontier Geomatics may demand the temporary return of the secured goods at the buyers expense, or to give equivalent securities, in order to secure Frontier Geomatics's title.
- 4. DELIVERY** Purchaser shall supply shipping instructions with each order. In the absence of specific instructions, Frontier Geomatics may select a carrier and insure Products in transit and charge Purchaser accordingly. Frontier Geomatics shall not be responsible for any failure to perform due to unforeseen circumstances or causes beyond its ability to reasonably control. Title shall pass to Purchaser when Purchaser has paid Frontier Geomatics all amounts due. Risk of loss, damage or destruction shall pass to Purchaser upon delivery to carrier.
- 5. GENERAL PROVISIONS** All Purchase Orders are subject to approval and acceptance by Frontier Geomatics. Any Purchase Order or other form from the Purchaser which purports to expand, alter or amend these terms and conditions is expressly rejected and is not and shall not become a part of any agreement between Frontier Geomatics and the Purchaser. This agreement shall be interpreted under the laws of the Province of Ontario. To expedite payment by wire transfer to Frontier Geomatics Inc.

TD Canada Trust, Branch Newmarket Hwy 404  
1155 Davis Drive, Newmarket, ON  
L3Y 8R1, Canada  
US\$ Account # 8394-7300995  
Transit # 05422-004  
SWIFT Code TDOMCATTOR

### **6. LIMITED WARRANTY AND LIABILITY**

All warranty is backed by the original equipment manufacturer (OEM).

These warranties are expressly in lieu of all other warranties, express or implied, including, without limitation, all implied warranties of merchantability and fitness for a particular purpose. Frontier Geomatics shall in no event be liable for special, indirect, incidental, or consequential damages of any kind or nature due to any cause.

Purchaser's exclusive remedy for a claim under this warranty shall be limited to the repair or replacement, at Frontier Geomatics' option, of defective or nonconforming materials, parts or components. The foregoing warranties do not extend to (i) nonconformities, defects or errors in the Products due to accident, abuse, misuse or negligent use of the Products or use in other than a normal and customary manner, environmental conditions not conforming to the OEM's specifications, or failure to follow prescribed installation, operating and maintenance procedures, (ii) defects, errors or nonconformities in the Products due to modifications, alterations, additions or changes not made in accordance with Frontier Geomatics' specifications or authorized by Frontier Geomatics, (iii) normal wear and tear, (iv) damage caused by force of nature or act of any third person, (v) shipping damage, (vi) service or repair of Product by the Purchaser without prior written consent from Frontier Geomatics, (vii) Products designated by Frontier Geomatics as beta site test samples, experimental, developmental, preproduction, sample, incomplete or out of specification Products, or (viii) returned Products if the original identification marks have been removed or altered.

Frontier Geomatics shall not be liable for any loss, damages or expense of the Purchaser arising directly or indirectly out of the purchase, installation, operation, use of products and accessories or services sold, supplied or furnished under this document or any other purchase agreement arising out of this document. In no event shall Frontier Geomatics be liable to the Purchaser or any other third party making use, operation of the products and services for special, indirect, incidental or consequential damages of any kind due to any cause. The Purchaser agrees that Frontier Geomatics' liability shall in no time exceed the purchase price of the goods and services sold, supplied or furnished to the Purchaser.