

## Terms and Conditions of Sale

All sales of products, services, and finished goods offered and supplied by Dasher Technologies Inc. (referred to as DASHER in this document) to its customer ("Buyer") for sale ("Products") shall be pursuant to the following standard terms and conditions. Any conflicting terms in your purchase order or elsewhere are without effect unless signed by the applicable party(ies). All Buyer purchases from DASHER are deemed to be purchases pursuant to a written agreement.

**a. ACCEPTANCE:** Buyer's acceptance of these Terms and Conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's written acknowledgement hereof, (b) Buyer's submission of an order to DASHER, regardless of whether the Product(s) ordered is ever delivered or if the purchase order is completely or partially fulfilled, rejected, modified or cancelled; (c) Buyer's receipt of any part of the items specified for delivery in any purchase order submitted to DASHER, (c) Buyer's application for credit submitted to DASHER, (d) accessing any DASHER e-commerce web site, or (e) any other act or expression of acceptance by Buyer. Buyer's acceptance is expressly limited to the Terms and Conditions in their entirety without addition, modification or exception and any term, condition, or proposal hereafter submitted by Buyer (whether oral or in writing), which is inconsistent with or in addition to the Terms and Conditions set forth hereon is objected to and is hereby rejected by Seller. Seller's silence or failure to respond to any such subsequent term, condition or proposal shall not be deemed to be Seller's acceptance or approval thereof.

**b. ORDERS:** DASHER reserves the right to schedule and reschedule any order, with notice to Buyer, at DASHER's reasonable discretion, and to decline any order for any reason, or no reason, in DASHER's sole discretion.

**c. DELIVERY:** Delivery shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Product title and risk of loss will transfer to Buyer upon DASHER tendering the Product for delivery to the carrier (F.O.B. Origin). If Buyer requests special shipping or handling, including expedited shipment, third-party billing, or freight collect, Buyer shall be responsible filing claims with the carrier and all freight and handling costs. Buyer shall pay for any special routing, packing, handling or insurance requested by Buyer and agreed to by DASHER. Orders shipped under special routing instructions must be separately agreed upon and may be subject to additional charges. DASHER will not be subject to requirements of non-compliance programs of Buyer, including charges for product delays, missing/inaccurate shipping documents, labeling or product markings.

Buyer shall promptly notify Seller, no later than 30 days from invoice date, of any claimed shortages or rejection as to any delivery, with the exception of deliveries that reveal external shipping damage, which, in some instances, must be refused immediately upon delivery by the carrier. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery. Seller shall not be liable for any shipment delays that affect Seller or any of Seller's suppliers, including but not limited to delays caused by unavailability or shortages of Products from Seller's suppliers, natural disasters, acts of war or terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rates, failure or destruction of plant or equipment arising from any cause whatsoever, or transportation failures.

**d. PRICES:** Prices payable by Buyer for the Products are specified on the invoice. Seller does not offer price protection. Buyer shall bear all applicable federal, state, provincial, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated, levied on this sale or the Products (or the delivery thereof) or measured by the purchase price hereunder. Seller's prices do not include such taxes, fees and charges. Exemption certificates must be presented prior to shipment if they are to be honored. To the extent any sale is made without the prior receipt of a valid exemption certificate, Seller expressly reserves the right to include on the invoice for such sale, or to separately invoice Buyer for all applicable taxes, fees and charges and Buyer agrees that these amounts shall be immediately due and payable.

**e. PAYMENT TERMS:** Buyer shall provide all financial information reasonably requested by DASHER from time to time for the purpose of establishing or continuing Buyer's credit limit. Buyer agrees that DASHER shall have the right to decline or extend credit to Buyer and to require that the applicable purchase price be paid prior to shipment. DASHER shall have the right from time to time, without notice, to change or

revoke Buyer's credit limit on the basis of changes in DASHER's credit policies or Buyer's financial condition and/or payment record.

Buyer shall not deduct any amounts from any DASHER invoice without DASHER's express written approval, which approval shall be contingent upon Buyer providing all supporting documentation for such deduction as required by DASHER. Any authorized deductions for returned Products must include Buyer's customer tracking number and DASHER's Return Merchandise Authorization ("RMA") number. Deductions received by DASHER without advance notice will be denied. No Program fees may be deducted from invoices.

If Buyer fails to make timely payment of any amount invoiced by DASHER, DASHER shall have the right, in addition to any and all other rights and remedies available to DASHER at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Buyer. Buyer shall pay all costs of collection including reasonable attorneys' fees. A service charge of the lesser of one and one-half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due.

**f. PRODUCT RETURNS:** Return of Products purchased from DASHER shall be determined on a case by case basis. Although Seller's policies may permit Buyer to return Products claimed to be defective under certain circumstances, Seller makes no representations or warranties of any kind with respect to the Products.

**g. POST AUDIT CLAIMS:** DASHER requires complete supporting documentation in advance for post audit deductions by Buyer. In the event that required documentation is missing, it must be provided allowing thirty (30) days from receipt date for investigation and response. Post audit claims must be submitted within six (6) months of the date of occurrence. Any claims outside this six (6) month period will be declined.

**h. WARRANTIES; INDEMNITY:** Buyer acknowledges that DASHER is not the manufacturer of the Products that will be sold to it, and that DASHER therefore will have no responsibility for, among other things, product warranties. Product warranties, if any, are provided by the manufacturer or publisher of the Products. DASHER's sole obligation (and Buyer's sole remedy) in the event of breach of any warranty shall be to assist the Buyer in its efforts to have the manufacturer repair or replace defective Product(s).

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT AND FOR ALL OTHER OBLIGATIONS OR LIABILITIES ON DASHER'S PART.

DASHER NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR DASHER, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF PRODUCTS TO BUYER. THIS WARRANTY SHALL NOT APPLY TO ANY UNITS OF PRODUCTS WHICH SHALL HAVE BEEN REPAIRED OR ALTERED OTHER THAN BY DASHER OR WHICH SHALL HAVE BEEN SUBJECT TO MISUSE, NEGLIGENCE, OR ACCIDENT. DASHER SHALL NOT BE LIABLE FOR PERSONAL INJURY RESULTING DIRECTLY OR INDIRECTLY FROM THE DESIGN, MATERIAL, OPERATION OR INSTALLATION OF ANY UNITS OF PRODUCTS.

Buyer further acknowledges that DASHER will have no responsibility for any claims for infringement of intellectual property rights pertaining to distribution, sale or use of the Products. DASHER SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY OR HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES AND COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS.

**i. LIMITATION OF LIABILITY:** DASHER SHALL NOT BE LIABLE TO BUYER, BUYER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY BUYER, BUYER'S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO BUYER, UNLESS THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE INTENTIONALLY TORTIOUS OR FRAUDULENT ACTS OR OMISSIONS OF DASHER. IN NO EVENT SHALL DASHER BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY

PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY DASHER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER. IN NO EVENT SHALL DASHER BE LIABLE TO BUYER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH DASHER'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OF PERFORMANCE OF ANY PRODUCTS OR INFORMATION DASHER SHALL PROVIDE HEREUNDER, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.

**j. CONFIDENTIALITY:** The receiving party shall protect the confidentiality and secrecy of the disclosing party's Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it uses in protecting its own information of a confidential nature for a period of three (3) years from the date of such disclosure. Each party must inform its employees having access to the other's Confidential Information of restrictions required to comply with this Section 2(k). Each party agrees to provide notice to the other immediately after learning of or having reason to suspect a breach of any of the restrictions of this Section 2(k). Notwithstanding the foregoing, each party may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

Each party retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, nontransferable, nonexclusive license under which the receiving party may use such Confidential Information under the terms of this Agreement, solely for the purposes of satisfying its obligations hereunder. Each party understands that the party receiving Confidential Information may now or in the future be developing proprietary information internally, or receiving proprietary information from third parties in confidence that may be similar to disclosed Confidential Information. Nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, for itself or others, that compete with the products, processes, systems or methods contemplated by disclosed Confidential Information.

Each party acknowledges that any material violation of the rights and obligations provided in this Section 2(k) may result in immediate and irreparable injury to the other party, and hereby agrees that the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against any such continued violations upon adequate proof, as required by applicable law. Notwithstanding Section 2(m), each party hereby submits itself to the personal jurisdiction of the courts of competent subject matter jurisdiction for purposes of entry of such injunctive relief.

**k. ELECTRONIC COMMUNICATIONS DISCLAIMER:** Seller is not liable for any failure of electronic communications to transmit, receive, store or handle documents or perform related activities.

Buyers must properly use security procedures, which are reasonably sufficient to ensure that all electronic transmissions of documents to Seller are authorized and shall be responsible for any such unauthorized transmissions. Any order properly transmitted in accordance with these terms and conditions is considered to be "in writing"; and any order containing a code is deemed (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. Buyer and Seller agree not to contest the validity or enforceability of orders as to whether certain agreements are to be in writing or signed.

**l. Independent Contractor:** DASHER and Buyer are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

**m. Force Majeure:** Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration

is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

**n.** Notice: All written notices required by this Agreement must be delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt.

