



Standard Terms and Conditions of Sale

1. Definitions

- a. The conditions in this document shall apply to all sales contracts and payment agreements (the "Invoice") between WOLF Advanced Technology ("WOLF") and the Company/Organization and/or Person representing the Company/Organization (the "Purchaser").
- b. WOLF products and services are the "Goods" that will be provided by WOLF to the Purchaser.
- c. "Intellectual Property Rights" are all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

2. General

These Terms and Conditions shall apply to sales of the Goods by WOLF to the Purchaser to the exclusion of all other terms and conditions, unless the Purchaser specifically requests in writing to use modified or alternative Terms and Conditions and these modified or alternative documents have been agreed upon in writing by WOLF and the Purchaser.

3. Specifications

Specifications or any description of the product or service appearing online or in marketing materials shall not be considered binding unless such specifications have been specifically referenced and restated in the Invoice and acknowledged by WOLF and the Purchaser.

4. Price and Payment

- a. WOLF may require the Purchaser to provide to WOLF with written evidence in a form satisfactory to WOLF that the Purchaser has secured the finance necessary for the Purchaser to pay the invoice before starting work on the Goods.
- b. All prices quoted by WOLF are exclusive of Value Added Tax and all other sales, use, excise taxes, duties, charges or similar.
- c. Unless expressly agreed in writing, all prices are exclusive of all shipping costs and insurance.
- d. Unless expressly agreed in writing, all prices are exclusive of the cost of installation, engineering and related charges.
- e. Unless otherwise agreed in writing, the Purchaser shall make payment of the purchase price in the currency stated on the Invoice.
- f. In the event that manufacture, shipment or delivery of the Products or performance of Services is delayed at the request of the Purchaser then payment of the balance of the purchase price shall be due based on the original date of the Invoice.
- g. Payments shall be made within thirty (30) days of the date of the Invoice.

- h. If the Purchaser disputes any invoice or part thereof, the Purchaser shall immediately pay the undisputed portion of the invoice and shall notify WOLF in writing of the reasons for the dispute. Upon resolution of the dispute, such sum as is agreed by the parties as payable shall be paid immediately to WOLF, together with any interest due.
- i. If any payment due to WOLF is not made by the due date:
 - i) the Purchaser will pay interest on the overdue amount calculated on a daily basis at six per cent per annum from the due date until the date of actual payment time, and compounded monthly;
 - ii) WOLF may suspend further deliveries to the Purchaser until all overdue sums from the Purchaser have been paid;
 - iii) all outstanding sales agreements issued by WOLF, if any, shall be released; and
 - iv) WOLF may deduct the overdue amount from any sum that WOLF owes to the Purchaser under any other contract between WOLF and the Purchaser.

5. Delivery, Title and Risk of Loss

- a. All times and dates given by WOLF for delivery of Products and performance of Services are given in good faith, and WOLF shall use reasonable efforts to meet such delivery times and dates, but WOLF shall have no liability to the Purchaser in the event of a delay in delivery of products or performance of services.
- b. Transfer of title in the Products shall not imply transfer of ownership of any Intellectual Property therein.
- c. Delivery of Products shall take place Ex Works (EXW) (in accordance with Incoterms) at the place where the Product is handed to a carrier for carriage either to the Purchaser or to a facility specified by the Purchaser, at which point title to, risk of damage to, and loss of the Products shall pass to the Purchaser. Any variation from these delivery terms and any cost incurred by the variation must be agreed upon in writing by both WOLF and the Purchaser.
- d. Upon delivery, it shall be the responsibility of the Purchaser to inspect the condition of the goods. Any issue with the acceptance of delivered goods shall be governed by the WOLF Limited Manufacturing Warranty.

6. Limitations of Liability

- a. WOLF shall not be liable to the Purchaser in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising for any loss of profit or any indirect, special or consequential losses or damages of any nature whatsoever including, but not limited to, loss of revenue, loss of business, loss of production, material wastage, depletion of goodwill, reputation or loss or corruption of data, even if WOLF has been advised of the possibility of such loss being incurred.
- b. WOLF's aggregate liability to the Purchaser arising out of the supply of any Products and/or Services will in no event exceed the price actually paid by the Purchaser to WOLF for such Products and/or Services.



- c. Nothing in these Conditions shall exclude, or be construed as an attempt to exclude, any liability of WOLF which cannot, as a matter of law, be excluded.

7. Export and Import Terms

- a. Delivery of the products and performance of the services supplied by WOLF are subject to applicable export control laws and regulations including the United States and Canada, and conditional upon receipt of required government licenses and approvals.
- b. The Purchaser shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties or taxes. WOLF shall provide certificates of delivery, certificates of origin and other information in its control that is reasonably necessary for the Purchaser to import the Products.
- c. The failure of any authority or government agency to issue an importation license or consent or the withdrawal thereof shall not entitle the Purchaser to withhold or delay payment of the purchase price.
- d. The Purchaser shall not re-export the products or any technical data supplied by WOLF without fully complying with the regulations of all relevant government agencies including those of the United States and Canada. Any goods identified by WOLF as controlled or restricted goods shall not be re-exported to any embargoed or sanctioned countries as listed in the United States ITAR regulations as enforced by The Department of State Directorate of Defense Trade Controls (DDTC) or by the Government of Canada.
Refer to: http://www.pmddtc.state.gov/embargoed_countries/index.html
and to <http://www.international.gc.ca/sanctions/countries-pays/index.aspx?lang=eng>.

8. Force Majeure

WOLF shall not be liable for delay or failure in performance of any of its obligations to the Purchaser attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, actions or inactions of government bodies whether in its sovereign or contractual capacity, judicial action, war, civil disturbance, insurrection, sabotage, act of a public enemy, act of terrorism, labor difficulties or disputes, failure or delay in delivery by WOLF's suppliers or subcontractors, transportation difficulties, shortage of energy, materials, labor or equipment, accident, fire, flood, storm or other act of God ("Force Majeure"), or the Purchaser's fault or negligence.

9. Termination

- a. WOLF may terminate any Order under the following conditions:
 - i) immediately upon notice to the Purchaser if the Purchaser is delinquent for more than 30 days in the payment of any sum due to WOLF;
 - ii) immediately upon notice to the Purchaser if there is any change in the ownership, management or control of the Purchaser;

- iii) immediately upon notice to the Purchaser if WOLF has reasonable cause to believe that the Purchaser is unable to pay its debts when due;
 - iv) without notice to the Purchaser if the Purchaser becomes insolvent or bankrupt, enters into liquidation, or a receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed in relation to it or over any of its assets or any action is taken or threatened by or against it analogous to the foregoing in any jurisdiction; or
 - v) immediately upon notice to the Purchaser if a case of Force Majeure continues for 60 days or more.
- b. If WOLF terminates any Order under these conditions, the Purchaser shall pay to WOLF within seven (7) days:
- i) all amounts invoiced by WOLF under the Order which remain unpaid at the date of termination;
 - ii) a fair and reasonable price in respect of work completed or in progress but not invoiced at the date of termination;
 - iii) all costs (including without limitation a sum in respect of overheads) incurred by WOLF connected with termination;
 - iv) all suppliers' and sub-contractors' termination charges; and
 - v) a sum in respect of the profits which WOLF would have reasonably been expected to make under the Order but for its termination.
- c. The Purchaser may only terminate an Order for convenience if that a specific termination or cancellation schedule was included in Quotation and subsequent Invoice.

10. Confidentiality

- a. The Purchaser shall treat all Confidential Information disclosed by WOLF as confidential and shall not use or disclose any Confidential Information except for the proper and necessary purposes of use of the Products and Services, and any such disclosure shall be made to the Purchaser's employees under appropriate conditions of confidence.
- b. The obligations of confidence shall not apply to any information which is, in the public domain through no fault of the Purchaser or at the time of disclosure by WOLF is already known to the Purchaser from a bona fide source other than WOLF.
- c. Neither the Purchaser nor WOLF shall without the prior written consent of the other:
 - i) make use of the other's name or trademarks;
 - ii) make use of the name of any of the other's personnel, Purchasers or agents;
 - iii) make use of any information obtained under the Order for publicity purposes; or
 - iv) refer to the other or the Order in any advertisement or public notice.

11. Indemnities

Purchaser agrees to indemnify, release, defend and hold harmless WOLF, its Affiliates, their employees, officers, directors, shareholders, agents, subcontractors and/or joint ventures (the "WOLF Indemnitees") against all claims, costs, charges, expenses, damages and other liabilities (including attorney's fees) in connection with any injury, death or ill health of any personnel of



Purchaser, its Affiliates, its subcontractors (excluding WOLF) and/or joint ventures, or any loss of or damage to property (whether leased, owned or hired) of Purchaser, its Affiliates, its subcontractors, and/or joint ventures, regardless of the cause therefor, including, without limitation, the negligence or strict liability of the WOLF Indemnitees, its Affiliates, their employees, officers, directors, agents, subcontractors and/or joint ventures. Purchaser will indemnify, hold harmless and defend the WOLF Indemnitees from and against any claims, suits, judgments, expenses or liabilities of any nature (including without limitation all reasonable attorneys' fees) which are threatened or brought against, or are incurred by, WOLF Indemnitees arising from any actions, omissions or misrepresentations of Purchaser in the use, promotion, or sale of products or services provided by WOLF.

12. Governing Law And Jurisdiction

These Terms and Conditions shall be governed by and are to be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Acknowledgement

The Purchaser agrees that they have read this document and agree to the Terms and Conditions.