

Terms and Conditions

Set out below are the terms and conditions applicable to all sales by Nova Networks Inc. (NOVA) of all products and services.

Conditions of Sale

1. **Price:** The purchaser agrees to pay NOVA the invoice amount as per the invoice.
2. **Returns:** Unless otherwise specified on the invoice, there is no return or exchange on software once the shrink-wrap is broken. NOVA may accept the return of all other products within seven days of invoice date. NOVA reserves the right to apply a 15% restocking charge for products returned within 30 days of the invoice date. Original invoice and package in the original condition are required for any return. NOVA reserves the right to refuse any return or exchange after 30 days from the invoice date.
3. **Prices charged or quoted do not include GST, HST, Provincial Sales Tax, Customs duties or levy charged or imposed on merchandise by any federal, provincial or municipal authority including charges for recycling of specific products. Federal, Provincial and Municipal Taxes, where applicable, will be added to the price quoted where appropriate exemption documentation is not provided by the purchaser.**

Terms of Payment

Terms: All products shall remain the property of NOVA till fully paid. All prices quoted and all payments shall be made in Canadian dollars unless otherwise specified. All payments are due in accordance with terms set out on the invoice. In case partial shipments are made at different times, pro-rated payments shall be made. The purchaser agrees that should any payments not be made when due, then interest on such overdue payments shall be paid by the purchaser at the rate of two (2%) percent per month until the price, including service charges, has been fully paid but this shall not be construed as obligating NOVA to grant any extension of time in terms of payment.

If a legal action or any proceeding or demand brought or made by NOVA for the collection of any purchase price or the sums payable to NOVA by the purchaser or because of the breach of any other terms or conditions herein contained on the part of the purchaser to be kept or performed, the purchaser shall pay to NOVA all expenses, incurred therein, including all solicitors' fees in respect thereof on a solicitor and client basis.

General Provisions

- I. **Limitation:** Notwithstanding any other provision herein or any applicable statutory provision, NOVA shall not be liable to the purchaser or to any end user for special or consequential damages for loss of use arising directly or indirectly from any breach of contract, fundamental or otherwise including, without limitation, loss of computer time, loss of profit, loss of revenue, failure to realize expected savings or other commercial or economic losses of any kind and in no event shall the liability of NOVA exceed the unit price of the defective product or the product subject to the late delivery.
- II. **Warranty:** NOVA will extend to the purchaser the same warranty protection from the manufacturer. This warranty is in lieu of all other warranty or conditions expressed implied or statutory and nova expressly disclaims any warranty or merchantability of fitness for a particular purpose. This warranty excludes certification or the like for equipment performance, use or design with respect to any equipment performance. Use or design with respect to any standard, regulation or the like and to the extent independently approved in writing by an officer of nova and

extends only to the purchaser or to a customer purchasing from the purchaser). Nova specifically does not warrant that the product sold by nova will meet all of the purchaser's and/or end user's requirements or will operate in all of the combinations which may be selected for use by the purchaser and/or end user's or that the use of the products sold by nova will be error free or free from defects.

Unless otherwise specified, for products returned within 30 days of invoice date, NOVA will service the warranty directly. For products returned after such date, NOVA will assist the purchaser to deal with the manufacturer. It is understood that NOVA will not be liable for any warranty costs, including shipping and replacement of defective components, for merchandise returned after 30 days of the invoice date.

- III. **Force Majeure:** NOVA shall not be liable for loss or damage or delay due to causes beyond its control including but not limited to, acts of God, acts of the purchaser, fire, lockouts or other labour disruptions, floods epidemics civil or military restrictions, embargoes, car shortages, wrecks, delays and transportation or inability to obtain necessary labour. In the event of any such delay, the delivery shall be extended for a period equal to the time lost by the reason of delay.
- IV. **Severability:** Invalidity of any provision of this agreement shall not affect the validity of any other provision hereof and any such invalid provision shall be severed here from.
- V. **NON-WAIVER:** No failure by NOVA to exercise any right accruing to it under any contract of sales entered into with the purchaser shall operate as a waiver thereof nor preclude the exercise of any other right and privilege by NOVA.
- VI. **Entire Agreement:** There are no other terms or conditions applicable to the purchase and sale of NOVA products other than those contained in the sales policy.
- VII. **Governing Laws:** All contracts for the sale of NOVA products shall be governed in construed according to the laws of the Province of Ontario, and the parties irrevocably adhere to the jurisdiction of the courts of Ontario.
- VIII. **Notice:** Any notice required or contemplated hereunder shall be in writing and shall be delivered personally or sent by fax or other form of telecommunications or by prepaid mail.