

TERMS AND CONDITIONS OF SALE

1 Applicability

- 1.1 These conditions form part of any quotation by DataWise Monitoring Systems Corp. registered in the State of Texas, United States of America, including any appointed agents or resellers, (hereafter referred to as "DataWise") for the sale of goods and shall, unless otherwise agreed in writing, apply to any sales contract entered into by DataWise and the BUYER. In case of invalidity of one or more of the provisions of these conditions the validity of all other provisions shall remain unimpaired.
- 1.2 The terms and conditions of supply herein supersede any and all terms and conditions of the Buyer's purchase order unless expressly agreed to in writing.

2 Quotation

- 2.1 Quotations for products and services are given without obligation. DataWise is bound to deliver only after written acceptance of BUYER's order and completion of corresponding obligations. Quotations expire 30 days after date issued.
- 2.2 All DataWise quotations are based on the best estimates of pricing at the time and prices are guaranteed for the validity of the quotation, unless otherwise notified.
- 2.3 DataWise reserves the right at any time to make reasonable adjustments of agreed prices in relation to increases in DataWise's costs for labour, material, goods or transport and also in relation to any changes in currency exchange rates which affect DataWise.

3 Delivery

- 3.1 Time of delivery is indicated as accurately as possible but is not subject to condition, warranty or representation.
- 3.2 Further, time of delivery is subject to extension for delay due to labour confide, breakdowns in production, delay in transit, shortage of raw materials, government regulations or any other cause (whether similar or not to the before mentioned) beyond DataWise's reasonable control. In such cases DataWise reserves the right to cancel the sales contract in whole or in part after written notice to BUYER in case if delay will jeopardize effective delivery date.
- 3.3 If BUYER has not fulfilled in whole or in part its obligations or in any other way delayed the delivery, e.g. by addition to or alteration of the listed products or services quoted against which an order is based, DataWise is entitled to reasonably extend the time of delivery or to cancel the offer made and any ensuing obligation to supply.

4 Prices and delivery terms

- 4.1 All goods are sold and all prices are quoted Incoterm EXW (Ex-Works) DataWise Houston, TX, USA.
- 4.2 Prices quoted are exclusive of any tax, duty, levies, and any statutory or third party costs that may affect the net value payable to DataWise.
- 4.3 Interpretation of trade terms shall be in accordance with Incoterms.
- 4.4 DataWise reserves the right to deliver 10% more or less of the quantity specified and then to invoice the delivered quantity at the valid unit price unless otherwise agreed.

5 Rental

- 5.1 Any rental equipment is provided as-is and does not qualify for warranty under the provisions of Articles 9.
- 5.2 All rental agreements are valid from the day (or part thereof) of the provision of the goods and services to the Renter (also as the BUYER) through to the day of return (or part thereof) from and to DataWise's nominated address.
- 5.3 DataWise will invoice the BUYER for any products not returned, for whatever reason, at the listed prices provided by DataWise.
- 5.4 DataWise will invoice the BUYER for any products returned damaged or otherwise requiring service or maintenance, up to the value of the listed prices provided by DataWise.

6 Packing

- 6.1 Quoted prices include DataWise standard air freight packing. Any additional, exceptional, or special packaging shall be charged extra.

7 Payment

- 7.1 Due date for payment is upon delivery, unless otherwise indicated in the quotation and invoice.
- 7.2 If credit is granted, payment is due 30 days from date of invoice. Interest at the rate of two (2.0%) percent per month compounded monthly (26.82% annually) will be charged on overdue payment; or the maximum rate law permits, whichever is less.
- 7.3 In case of payment default by BUYER, DataWise is entitled to withhold further deliveries until payment has been made or to cancel the contract in question and any other contract with BUYER.
- 7.4 In case of payment default by the BUYER, lien of equipment reverts to DataWise to the value of the outstanding payment, increased by interest as per Article 7.2. Any returned property will be provided to DataWise at DataWise's nominated address at the cost and expense of the customer, including all provisions referred to in Article 4.2
- 7.5 In case of payment default by BUYER, and the account is sent to collections the BUYER shall pay, in addition to the unpaid balance, all costs required to collect the outstanding amounts, including attorneys' fees, collections agency fees, court costs and interest as per Article 7.2 on all unpaid balances.

8 Product specifications

- 8.1 All descriptions, drawings and other particulars (including dimensions, materials and performance data) given by DataWise are as accurate as possible but, being given for general information, are not binding on DataWise unless specially agreed in writing. All dimensions and materials are, unless otherwise stated, subject to reasonable variations resulting from the raw material available or arising in the ordinary course of manufacture. Any performance data provided is based upon DataWise's experience and is such as DataWise normally expects to achieve, but is not part of the agreement to supply.

9 Warranty, Product Liability

- 9.1 DataWise warrants that the goods manufactured by DataWise are free from defects in original design, material and workmanship Ex-Works. DataWise's liability under this warranty shall be limited to replacement or repair free of charge at DataWise's nominated address, provided that notification of such failure or defect is given to DataWise immediately upon the same becoming apparent and that of DataWise's request the goods are promptly returned to DataWise carriage paid. In case the goods thus returned as defective, prove to be without fault or defect, DataWise is entitled to charge BUYER 10% of the value of the returned goods.
- 9.2 If the goods supplied or part thereof are not manufactured by or branded DataWise, DataWise will only extend to BUYER the benefit of the warranty granted by the manufacturer of the goods. This exclusion applies to products and services even if packaged within or sold as DataWise products and services. DataWise provides these products and services "as is".
- 9.3 Otherwise, DataWise's liability is further limited to a period of 12 months from the date of shipment to original BUYER.
- 9.4 Repairs or replacements are warranted for the balance of stated warranty period or 90 days, whichever is longer.
- 9.5 DataWise shall not be liable for any defect which is due to accident, fare wear and tear, negligent use, tampering, improper handling, improper use, improper operations or improper

storage or any other default on the part of any person or entity other than DataWise.

- 9.6 DataWise does not warrant that the operation of the product will be uninterrupted or error-free.
- 9.7 DataWise is not responsible for damage arising from failure to follow instructions relating to the product's use.
- 9.8 DataWise shall have no other liabilities in case of defective goods than those stated above and shall under no circumstances be liable for any direct, special, incidental or consequential loss or damages resulting from any breach of warranty or condition, or under any other legal theory arising from the use of goods sold by DataWise. This includes but not limited to loss of use, loss of revenue, loss of actual or anticipated profits (including loss of profit on contracts), loss of use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of data, or any indirect or consequential loss or damage, personal damages or injury of any kind or severity, howsoever caused including the replacement of equipment or property, any costs of recovering, programming, or reproducing any program or data stored or used with DataWise products and any failure to maintain confidentiality of the data stored on the product.
- 9.9 The above limitations of DataWise's liability for defective goods shall apply also with regard to products liability, and DataWise shall have no responsibility for injury to persons, including death, or for damage to goods or property of any kind.
- 9.10 In case of liability claims from third parties against DataWise, not falling within DataWise's liability in accordance with the above, BUYER shall hold DataWise harmless.
- 9.11 DataWise's liability for damages shall not under any circumstances exceed the amount the seller actually receives for the product furnished, or to be furnished, or service rendered, or to be rendered, as the case may be, which is the subject of any claim or dispute.
- 9.12 The warranty expressed herein is exclusive and supersedes all prior or other whether written or oral expressed or implied warranties.

10 Patent Rights etc.

Patent, design and trademark rights relating to products or services offered or supplied shall remain DataWise's absolute property and DataWise's design and drawings may not be reproduced or disclosed to any third party without DataWise's written consent. The BUYER may not without DataWise's previous written consent copy or enable others to copy any goods or part thereof supplied by DataWise.

11 Software

- 11.1 To the extent that software is incorporated into any of the provided products or services, software is not sold but licensed to BUYER. Except as may be provided otherwise in the Proposal, such license is a personal, non-exclusive, non-transferable and perpetual license to use the object code version of the software and all written documentation related thereto that is made available by DataWise at its discretion to BUYER, solely (i) in connection with BUYER's use of the Goods, and (ii) for BUYER's internal uses and purposes. Unless otherwise provided in the Proposal, the license of any such software pursuant to the terms of these Conditions shall not include any obligation on the part of Seller to provide BUYER with any update of software or any technical support with respect thereto. BUYER shall not perform any reverse engineering on the software, nor more generally on the Goods.

12 Bankruptcy

- 12.1 If BUYER shall at any time become subject to bankruptcy or liquidation proceedings or otherwise become insolvent DataWise is entitled to cancel with immediate effect in whole or in part all contracts with BUYER.
- 12.2 In such case DataWise is entitled to use goods developed in co-operation with BUYER for the purposes, if full payment for agreed deliveries to BUYER or its successors is not guaranteed to DataWise's satisfaction.

13 Cancellation

- 13.1 Cancellation by DataWise of any sales contract in whole or in part in case of default by BUYER shall entitle DataWise to charge BUYER for all materials and work in connection with the deliveries to the BUYER at agreed prices.
- 13.2 Cancellation costs are due for payment 30 days after the date of invoice notwithstanding the provisions of Section 7 Articles.

14 Export restrictions

- 14.1 Products and services delivered by DataWise may be subject to U.S.A., COCOM, UN, or other regulations relating to export thereof, or relating to finished products containing DataWise's products or services. The provisions of these restrictions are the sole and whole responsibility of the BUYER. The BUYER is therefore advised to ascertain the status of the goods in this respect.

15 Force Majeure

- 15.1 If DataWise is unable, for reason of Force Majeure, unable to provide the products and services contracted, any such obligation will be rendered further harmless and without penalty or blame. DataWise will inform the BUYER of such an eventuality, declaring Force Majeure. Such circumstances will be beyond DataWise's control and may include, but are not limited to Act(s) of God, strikes, riots, act(s) of war, epidemics, fire, public communications failures, earthquakes, financial disasters and other like circumstances.

16 Arbitration

- 16.1 All disputes arising in connection with contracts under these conditions shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules. The arbitration shall be held in Houston, TX. The laws of the State of Texas, US shall apply.