

Storage Clarity
(1480263 Alberta Ltd.)
Standard Terms and Conditions of Sale

Storage Clarity makes every effort for ensure customer satisfaction. We provide pre-sales technical support to assist customers with the selection of the products. Customers are urged to take advantage of this assistance in making the appropriate choice.

1 Definitions

- 1.1 "The Company" means Storage Clarity; a trade name of 1480263 Alberta Ltd.
- 1.2 "Software" means any system utility or applications software supplied by Storage Clarity in machine-readable, object, and source, printed or interpreted form including related documentation.
- 1.3 "Products" or "Product" means any Software or Services purchased and/or licensed directly from Storage Clarity.
- 1.4 "The Customer" means any person, and/or organization, which has contracted to purchase or license Products directly from Storage Clarity.
- 1.5 "Carrier" means any third party who has been contracted to deliver/transport Products from Storage Clarity to the Customer.

2 Orders

- 2.1 All orders are accepted on the basis of these conditions only. Any conditions of offer or purchase offered on behalf of the Customer shall be deemed to be waived by the Customer upon his acceptance of Products. No representations, warranties, guarantees, or statements other than those made in writing and signed by a Director of Storage Clarity shall be binding.

3 Prices

- 3.1 Prices are subject to change at any time.
- 3.2 Where Storage Clarity has provided the Customer with a formal "Quotation", the same shall constitute an invitation to treat and shall remain valid for a period of fifteen (15) days from date of issue unless stated otherwise on the Quotation. All orders placed with Storage Clarity by the Customer shall constitute an offer to Storage Clarity and no contract shall come into being until acceptance by Storage Clarity.
- 3.3 Prices do not include taxes, shipping charges, freight, duties, and other charges or fees, such as fees for special packaging and labeling of the Products, permits, certificates, customs declarations and registration (collectively, "Additional Fees"). The Customer is responsible for any Additional Fees.

4 Delivery and Title

- 4.1 Whilst every effort will be made to despatch goods on time, no liability can be accepted by Storage Clarity for failure to deliver within any scheduled delivery date.
- 4.2 If the Customer refuses or fails to take delivery of the Product tendered in accordance with the Contract, delivery shall nevertheless be deemed to have taken place for the purposes of Storage Clarity's rights to payment.
- 4.3 Unless otherwise specified by Storage Clarity in writing, all deliveries are FOB Storage Clarity's Calgary office.
- 4.4 Title shall pass to Customer upon delivery of the Products to the Carrier.

5 Payments

- 5.1 Invoices shall be settled within fifteen (15) days from the date of the invoice unless otherwise specified on the Quotation and/or Invoice.
- 5.2 Payment is deemed to be received when cleared funds are in Storage Clarity's hands. All payments which are not received will be considered overdue and remain payable by the Customer together with interest payments. Storage Clarity may charge the Customer interest at four per cent (4%) above base rate on the amount of any delayed payment for the period of the delay.
- 5.3 If the Customer defaults in making payment, commits an act of bankruptcy, enters into liquidation, becomes unable to pay its debts as they fall, or if a receiver is appointed over all or part of its assets, or suffers any similar action or event in consequence of debt without prejudice or any other rights or remedies, Storage Clarity may cancel any undelivered or uncompleted portions of the Contract or stop any Products in transit. Storage Clarity shall nevertheless be entitled to claim against the Customer in respect to any loss or damage sustained as a result of non-compliance with the Contract.
- 5.4 Permanent Software license keys are not issued to the Customer until Storage Clarity has received payment in full.

6 Software Warranty

- 6.1 Software is normally supplied to the Customer under the terms and conditions of the manufacturers' Software Licence Agreement (whether the same has been signed or not by the Customer).

7 Limitation of Liability

- 7.1 The Customer hereby declares that they accept the terms and conditions herein in the knowledge that liability is limited and that prices and charges payable hereunder have been calculated accordingly.
- 7.2 Storage Clarity's liability for any breach of contract of this Contract will be limited to a refund of the purchase price and/or the licence fee paid by the Customer for the Products supplied hereunder after the same has been assumed by Storage Clarity. In no case will Storage Clarity be liable for costs of procurement of substitute products by the Customer.

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- 7.3 Except as specifically set out in clause 7.2 this clause and the clause 7.4 below there are no warranties conditions guarantees or representations whether express or implied by statute or otherwise orally or in writing including but not limited to warranties of description, design merchantability and fitness for a particular purpose or arising from any previous course of dealing usage or trade practice.
- 7.4 In no event will Storage Clarity be liable for any special, incidental, indirect or consequential damages including but not limited to loss of profits, loss of use (total or partial), loss of contract or arising from loss of data howsoever caused and whether arising under this Contract or in tort.
- 7.5 The Customer shall be solely responsible for any advice it gives about purchasing or licensing Products except where an authorised representative of Storage Clarity has expressly proposed a solution to a problem which is implemented without qualification. The Customer hereby indemnifies Storage Clarity in respect of damages costs or expenses incurred by Storage Clarity at the suit of a third party and arising from any advice given by the Customer to such third party.
- 7.6 Storage Clarity shall not be liable in any way for any losses caused by the Customers failure to perform its obligations including but not limited to any failure of the Customer to make adequate provision for the loss of data files or programs.

8 Storage Clarity's Limited Warranty

- 8.1 Storage Clarity will pass through to the Customer any transferable Product warranties, indemnities, and remedies provided to Storage Clarity by the manufacturer, including any warranties and indemnities for intellectual property infringement.

9 Product Returns

- 9.1 The Customer may return Products to Storage Clarity only with a return material authorization ("RMA") number issued by Storage Clarity.
- 9.2 The Customer must notify Storage Clarity in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy ("Visual Defect") within 3 days after receipt of the shipment; otherwise, the Customer is deemed to have accepted the Products and may not revoke acceptance.
- 9.3 Depending on the manufacturer, Product returns pursuant to a warranty issue are either handled directly by the manufacturer of the Product or by Storage Clarity on behalf of the manufacturer.
- 9.4 Once a permanent license key has been issued to the Customer for Software, in most cases the Software is non-refundable. To avoid costly mistakes for most Software, Storage Clarity can provide temporary license keys or evaluation Software.

10 Use of Products

- 10.1 The Customer shall comply with the manufacturer's or supplier's Product specifications. Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or serious property damage. If Customer uses or sells the Products for use in any such applications or fails to comply with the manufacturer's Product specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk.

11 Export/Import

- 11.1 Certain Products and related technology and documentation sold by Storage Clarity are subject to export control laws, regulations and orders of the Canada, United States, the European Union, and/or other countries ("Export Laws"). The Customer shall comply with such Export Laws and obtain any license, permit or authorization required to transfer, sell, export, re-export or import the Products and related technology and documentation.

12 Product Information

- 12.1 Product information (for example, statements or advice (technical or otherwise) advertisement content, and information related to a Product's specifications, features, export/import control classifications, uses or conformance with legal or other requirements) is provided by Storage Clarity on an "AS IS" basis and does not form a part of the properties of the Product. Storage Clarity makes no representation as to the accuracy or completeness of the Product information, and DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION. Storage Clarity recommends the Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. Storage Clarity is not responsible for typographical or other errors or omissions in Product information.

13 Force Majeure

- 13.1 Storage Clarity shall not be deemed to be in breach of this Contract or otherwise liable to the Customer by reason of any delay in performance or non-performance of its obligations hereunder to the extent to which such delay or non-performance is due to an event beyond its reasonable control including without prejudice to the generality of the foregoing strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction, accident, breakdown of plant or machinery, fire, flood or storm.

14 Governing Law and Jurisdiction

- 14.1 The contract shall be deemed to be made in the province of Alberta and shall for all purposes be governed and construed in accordance with the laws of the province of Alberta and Storage Clarity and the Customer hereby agree to submit to the jurisdiction of the Canadian Courts.

15 Modification

- 15.1 This document is subject to change by Storage Clarity without notice.