

TERMS & CONDITIONS OF SALES

(Last Revised: Sept 14, 2015)

1.) DEFINITIONS

"Seller" means the seller of the Goods as defined herein (SIGMA RESEARCH Inc.).

"Buyer" means the entity purchasing the Goods, including any successors thereof.

"Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's purchase order and accordingly listed in the Sales Confirmation.

"Sales Confirmation", in respect of any Buyer's order, means the accompanying quotation, credit application, proposal, order acknowledgement or invoice issued by Seller, bearing the same reference number of such order and specifying, among any other terms, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order.

"Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Sales Confirmation, which contract is concluded based on these Terms and Conditions of Sales unless otherwise specified in the Sales Confirmation.

2.) PRICES, DUTIES & TAXES

All prices are quoted in Canadian Dollars (CAD). Prices specified in the Sales Confirmation are net, including packaging, and shall be deemed Incoterms. Prices are based on production costs for supplies, labor, deliveries, duties and services current on the order date. In the event of material increase in any such costs, Seller reserves the right to either adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

3.) PAYMENT TERMS

All payments are Net 30 days OAC. Prices are Net, in Canadian Dollars (CAD), GST/HST is extra for Canadian customers. Payment methods are listed below.

Payment by Cheque: Must be addressed to Sigma Research Inc., and sent to 259 Edgeley Blvd, Unit #2, Vaughan, Ontario, Canada L4K 3Y5. An invoice number must be indicated on the cheque.

Payment by Wire Transfer: All wire transfers are subject to surcharges, be aware of how your bank handles wire transfers and what fees apply. Contact a SIGMA RESEARCH Inc. representative to get bank wiring instructions.

Payment by Credit Card: MasterCard, AMEX and Visa are accepted with no surcharge. Contact a SIGMA RESEARCH Inc. representative for a credit card authorization form or to submit credit card information over the phone.

Payment by Paypal: Payment link will be sent electronically through email with instructions. No surcharge is applied.

4.) WARRANTY

SIGMA RESEARCH Inc. products have been manufactured and tested to the highest quality standards. This warranty offered by SIGMA RESEARCH Inc. covers defects in material or workmanship in SIGMA RESEARCH Inc. products for a period of 1 year from the date of shipment. This warranty extends to the original purchaser only and is non-transferable.

During the warranty period SIGMA RESEARCH Inc. will replace at no charge for parts only or, at its option, replace any product or part of the product that proves defective because of improper workmanship and/or material, under normal installation, use, service and maintenance.

Damage in Shipment

If a product is received damaged, e-mail or call SIGMA RESEARCH Inc. Please be as specific as possible in outlining all the details of the damage and include pictures if possible. You must also inform the shipper immediately, and retain all the shipping containers in case reshipment is required. Failure to follow these steps may affect our response time and your claim for compensation.

Limitations of Warranty

This warranty does not cover any problem that is caused by:

- A. Conditions, malfunctions or damage not resulting from defects in material or workmanship.
- B. Conditions, malfunctions or damage resulting from normal wear and tear, improper installation, improper maintenance, misuse, abuse, negligence, accident or alteration.
- C. Accessories, connected materials and products, or related products not manufactured or sold by SIGMA RESEARCH Inc.

This warranty is in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability of fitness for a particular use. SIGMA RESEARCH Inc. shall not be liable for any direct, indirect, special, incidental or consequential damages, whether based on contract or any other legal theory.

Contact Information:

To exercise this warranty, e-mail or call SIGMA RESEARCH Inc. You will be given specific instructions and assisted through the return process. This warranty requires the product to be delivered to the SIGMA RESEARCH Inc. service facility intact for examination with the serial number unremoved and all shipping charges prepaid. SIGMA RESEARCH Inc. will determine in its sole discretion if such defect exists and when repairs can be made. Once repaired, the product will be returned or replaced and the transportation prepaid,

unless the shipment needs to be expedited in which case the customer will pay for return shipment. Repaired products are warranted for the remaining balance of the original warranty period, or at least 90 days.

4.) DELIVERY

Unless otherwise noted, all domestic and international shipments will be sent via UPS Standard, shipping charges prepaid and added to invoice. No insurance is added unless specified in purchase order.

If customer has a shipping account with another established carrier, the purchase order should indicate the name and account number of the carrier. Shipping fees will be charged to the customer account.

5.) ORDER CANCELLATIONS

Any order cancelled after shipment because of SIGMA RESEARCH Inc. error, can be returned within 30 days of receipt for full credit. Returned items must be unused and are subject to inspection. Any return shipping charges will be reimbursed by SIGMA RESEARCH Inc. if the items are properly returned.

Any order cancelled before shipment may be subject to 10% restocking fee at the discretion of SIGMA RESEARCH Inc.

6.) RETURNS

Contact a SIGMA RESEARCH Inc. representative for specific return instructions. It is at the discretion of SIGMA RESEARCH Inc. depending on product warranty, if the items can be returned for full credit.

7.) DEFAULT

Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to:

(1) Cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer).

(2) Claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods.

(3) Defer any shipment hereunder.

(4) Declare forthwith due and payable all outstanding bills of Buyer under this or any Contract.

(5) Sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller.

8.) FORCE MAJEURE

Seller shall not be liable for any failures or delays caused by strikes, differences with workers, or any causes beyond the reasonable control of Seller, including but not limited to fires, floods, accidents, action of any governmental authority, war, insurrection or riots, or shortages of labor, energy, raw materials, production facilities, or transportation. Where delays or failures are caused by labor difficulties, Seller shall not be obligated to seek or obtain any settlement that, in Seller's sole judgment, is not in Seller's best interest.

9.) LIABILITY

Seller shall not be liable for any consequential damages under any circumstances whatsoever, whether based on lost good will, lost profits, work stoppage, impairment of other goods, or otherwise, and whether arising out of breach of any express or implied warranty, breach of contract, negligence, strict liability, statutory provision, or otherwise, except only to the extent applicable law renders this inclusion of consequential damages unenforceable in personal injury cases.

10.) CONFIDENTIALITY

All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, or discounts, that Seller discloses to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Contract is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing.

11.) COMPLIANCE

Each party shall comply with all applicable laws, regulations, and ordinances. Without limiting the foregoing, in no event shall Buyer take any action(s) contrary to the export and import laws and regulations in effect as of the date of shipment of the Goods of any country involved in the transactions contemplated by the Contract.

12.) SEVERABILITY

If any term or provision of these Terms & Conditions of Sales is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms & Conditions of Sales had been agreed with the invalid, illegal or unenforceable provision eliminated.

13.) AGREEMENT

This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Sales Confirmation, the latter shall govern and prevail.

Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives:

(1) Any liability, obligation, commitment and/or undertaking

(2) Any waiver in connection with or of any right, whether contractual, proprietary, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order.