



MicroComm DXI/DXL Terms and Conditions of Sale

Definitions

1. "Harding" means Harding Instrument Co. Ltd. a corporation doing business as Harding Instruments.
2. "Equipment" means the MicroComm DXI/DXL intercom equipment and associated software.
3. "Software" means the software supplied in conjunction with the Equipment.
4. "SAC Computers" means the Service Administration and Control computer(s).
5. "End-User" means the party that will be using the Software in conjunction with the Equipment at the site listed in the quotation, whether that party is the buyer pursuant to these Terms and Conditions or sub-licensee of the buyer.

Prices, Shipping and Payment

1. All prices are FCA Harding Instrument Co. Ltd. at Edmonton, Alberta, Canada per Incoterms® 2010.
2. Taxes, duty, tariffs and any additional surcharges are extra on all orders.
3. 2% per month will be added to overdue accounts.

Orders

1. Harding reserves the right to refuse any order.
2. All orders are subject to approval of credit. Acceptance of orders occurs at the time that an Order Confirmation is sent to the buyer.
3. Delivery is normally 8 to 12 weeks after confirmation of order. Actual delivery dates will be estimated on the Order Confirmation.
4. Orders may not be cancelled after acceptance by Harding without the prior written approval of Harding.
5. Custom manufactured product orders are non-cancellable once in production.
6. Cancelled orders may be subject to a 20% restocking charge.

Returns

1. All Equipment being returned for restocking, warranty service, or for any other purpose:
 - a) must be labelled with a Return Materials Authorization number provided by Harding.
 - b) must have shipping charges prepaid. Harding will pay the costs of return shipping for warranty repairs.
2. Equipment returned for warranty service must:
 - a) be accompanied by a statement describing the fault condition,
 - b) have their factory identification labels intact
3. All Equipment returned for restocking:
 - a) must be in their original, unopened packaging. Equipment returned for restocking that have been opened are subject to additional inspection, testing and repair charges.
 - b) may be subject to a 20% restocking charge.

Warranty

1. The Equipment, other than the Software, is warranted to be free from defects in material and workmanship for 24 months from the date of delivery of the Equipment. Harding's obligation under this warranty is limited to the repair or replacement, at Harding's option, of any part of the Equipment, other than the Software containing the defect in material or workmanship.
2. Harding warrants the media on which the Software is recorded to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of installation of the Equipment. Harding's obligation under this warranty is limited to the replacement of defective media. Except as expressly provided in this paragraph, the Software is provided "as is", without warranty of any kind, either expressed or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement.
3. The warranty under paragraphs 1 and 2, above, constitutes Harding's sole liability and the buyer's sole remedy. There are no other representations, undertakings or agreements of any kind between the parties respecting the Equipment. All conditions, warranties or other terms implied by any statute or common law are excluded to the fullest extent permitted by law.
4. In no event shall Harding be liable for any damages:
 - a) caused by the buyer's actions or failure to act, whether negligent or not,
 - b) that are special, indirect or consequential damages, losses related to business interruption, loss of business information or loss of profits however caused,
 - c) arising from any claim against the buyer by any other party, or
 - d) arising from any misuse, neglect, modification, or abuse of the Equipment.
5. Harding's liability on any claim by the buyer or any party who purchases the Equipment from the buyer, including claims for bodily injury including death, loss or damage to property, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with or resulting from the manufacture, sale, resale, repair, replacement or use of the Equipment in any way shall in no case exceed an amount equal to Harding's total charges for the Equipment.

License

1. Harding grants to the buyer a non-exclusive license to install and use or to sub-license the use of the Software to be installed at the site listed, solely for use with the Equipment. The buyer and any End-User shall have no rights of any kind to use the Software on any other computers or network. All rights, title, and interest in and to the Software not specifically granted in this license belongs to Harding including, without limitation, Canadian and international copyright and trade secrets rights.
2. The End-User shall not copy, modify, reverse compile, disassemble, or otherwise reverse engineer or attempt to reconstruct the Software, in whole or in part, other than making 1 copy of the Software solely for archival or backup purposes.
3. Any sub-license of the Software, as permitted under these terms shall expressly give Harding the right to enforce the terms of these Terms and Conditions against the End-User and shall state that the Software is the proprietary property of Harding.

General

1. The parties will not be liable for delay in or non-performance of their obligations under this agreement resulting directly or indirectly from:
 - a) an act of God;
 - b) epidemics, earthquakes, storms, typhoons or unusually severe weather, fires, flood, lightning;
 - c) an act of any governmental authority, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, embargoes, quotas, licensing controls, import or export controls, or production or distribution restrictions;
 - d) accidents and disruptions including but not limited to explosions, breakdowns of essential machinery or equipment and power shortages;
 - e) transportation or storage delays, accidents, shortages or port congestion;
 - f) labour difficulties including but not limited to strikes, slowdowns, lockouts, sabotage and labour shortages;
 - g) failure or delay in its source of supply but not including delay or inability to obtain financing or any other financial inability of the party; or
 - h) any other cause beyond the reasonable control of the party relying on this provision, whether similar or dissimilar to those above mentioned.