



TEKTELIC TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale ("Terms") apply to all quotations, sales, and purchase transactions between TEKTELIC Communications Inc. ("TEKTELIC") and the purchaser ("Purchaser"). By accepting a quotation, placing a purchase order, or receiving delivery of TEKTELIC products ("Products"), Purchaser agrees to be bound by these Terms.

1. GENERAL TERMS

- 1.1. These Terms govern all sales of Products and shall prevail over any conflicting terms in Purchaser's purchase order or other documents unless expressly agreed in writing by TEKTELIC.
- 1.2. No amendment, waiver, or modification of these Terms shall be valid unless executed in writing by a duly authorized representative of TEKTELIC.

2. QUOTATIONS

- 2.1. All quotations provided by TEKTELIC are non-binding and based on the accuracy of information supplied by the Purchaser. TEKTELIC reserves the right to adjust pricing or other terms if such information is found to be inaccurate or incomplete.
- 2.2. Unless otherwise stated in writing, quotations are valid for thirty (30) days from the date of issuance.
- 2.3. Acceptance of a quotation by Purchaser does not constitute a binding contract until TEKTELIC formally accepts a purchase order.

3. PURCHASE ORDERS

- 3.1. Purchaser shall issue a written purchase order ("Purchase Order") specifying the Products, price, delivery instructions, and requested delivery schedule.
- 3.2. All Purchase Orders must be in writing and signed by an authorized representative of Purchaser.
- 3.3. Purchase Orders are subject to acceptance by TEKTELIC. TEKTELIC reserves the right to reject or modify any Purchase Order based on material availability or other relevant factors.
- 3.4. Purchase Orders may not be changed or canceled without TEKTELIC's written consent. If a Purchase Order is canceled, Purchaser shall reimburse TEKTELIC for costs incurred, including labor, materials, and supplier cancellation charges.

4. PRICING AND TRANSPORTATION

- 4.1. All prices are in U.S. dollars unless otherwise agreed in writing.
- 4.2. Any pricing adjustments must be confirmed in writing and signed by authorized representatives of both Parties.
- 4.3. Product Prices exclude shipping and insurance unless otherwise specified in the Purchase Order.
- 4.4. Shipping shall be quoted separately based on Incoterms DAP, TEKTELIC dock.
- 4.5. Purchaser may request special transportation methods at its own expense, provided sufficient notice is given to TEKTELIC.

5. TAXES

- 5.1. Prices do not include applicable sales taxes, goods and services taxes (GST), or other government-imposed charges.
- 5.2. Purchaser is responsible for all applicable taxes unless it provides TEKTELIC with valid exemption documentation.

6. DELIVERY

- 6.1. Delivery schedules are estimates and are subject to availability, supplier lead times, and market conditions. Delivery terms will be dictated by the Incoterms listed on the quote and sales order acknowledgment.
- 6.2. TEKTELIC may deliver Products in installments without liability for any delays arising from force majeure events.
- 6.3. TEKTELIC shall not be responsible for indirect, incidental, or consequential damages resulting from delivery delays.



7. FORCE MAJEURE

- 7.1. TEKTELIC shall not be liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to natural disasters, war, labor disputes, supply shortages, government actions, or other unforeseeable circumstances.

8. LIMITED WARRANTY

- 8.1. TEKTELIC warrants that its Products are free from defects in materials and workmanship under normal use for twelve (12) months from the shipment date.
- 8.2. This warranty excludes defects resulting from:
 - 8.2.1. Unauthorized modifications, improper handling, or misuse;
 - 8.2.2. External factors such as power surges, corrosion, or environmental damage;
 - 8.2.3. External third-party components not manufactured by TEKTELIC.
- 8.3. TEKTELIC shall, at its sole discretion, repair, replace, or refund the purchase price of defective Products returned within the warranty period, provided that:
 - 8.3.1. The Purchaser notifies TEKTELIC in writing of the defect through TEKTELIC's Support Portal;
 - 8.3.2. The Product is returned at the Purchaser's expense; and
 - 8.3.3. TEKTELIC verifies the defect upon inspection.
- 8.4. TEKTELIC shall provide warranty service within a reasonable timeframe.
- 8.5. Except as expressly stated, TEKTELIC disclaims all other warranties, expressed or implied, including fitness for a particular purpose and merchantability.

9. PAYMENT TERMS

- 9.1. Unless otherwise agreed in writing, the full value of the order is due at the time of purchase.

10. LIABILITY AND INDEMNITY

- 10.1. TEKTELIC's total liability under this Agreement shall not exceed the purchase price paid for the Products in dispute.
- 10.2. Under no circumstances shall TEKTELIC be liable for special, incidental, or consequential damages, including lost profits or business interruption.
- 10.3. Each Party shall indemnify the other against third-party claims arising from negligence or willful misconduct.

11. EXPORT COMPLIANCE

- 11.1. Purchaser agrees to comply with all applicable export control laws and regulations, including Canadian export restrictions.
- 11.2. Purchaser shall not resell or transfer Products to prohibited destinations or for prohibited uses.

12. DISPUTE RESOLUTION

- 12.1. The Parties shall attempt to resolve disputes amicably through executive negotiations.
- 12.2. If unresolved, disputes shall be submitted to binding arbitration under the Arbitration Act (Alberta) and held in Calgary, Alberta.

13. GOVERNING LAW

- 13.1. These Terms shall be governed by the laws of the Province of Alberta, Canada.
- 13.2. The courts of Calgary, Alberta shall have exclusive jurisdiction over disputes.
- 13.3. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

14. ENTIRE AGREEMENT

- 14.1. These Terms constitute the entire understanding between the Parties and supersede all prior agreements.
- 14.2. If any provision hereof is found invalid or unenforceable under judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.
- 14.3. These Terms may not be modified except in writing signed by both Parties.