

General Terms and Conditions

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE SALE OF ALL PRODUCTS AND SERVICES BY TECHIES DIRECT LTD. ("TECHIES DIRECT") TO ITS CUSTOMERS. SUCH TERMS AND CONDITIONS SUPERSEDE THE TERMS AND CONDITIONS ON ANY AND ALL PRIOR AGREEMENT(S) AND INDENTURED TO ANY CONTACT SIGNED BY AN AGENT OF TECHIES DIRECT TO WHICH ANY SALE AND / OR SERVICE IS RENDERED TO, PROVIDED FOR ITS CUSTOMERS.

ACCEPTANCE

Customer acceptance of these terms and conditions shall be indicated by the following, whichever first occurs:

- (a) Customer's written acknowledgement thereof;
- (b) Customer's acceptance of any shipment of any part of items ordered or services requested or rendered (hereafter "The Goods");
- (c) Customer's failure to acknowledge these terms and conditions in writing within 5 business days from the invoice date; or,
- (d) Any other act or expression of acceptance the Customer or agent thereof.

The Customer's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception and any term, condition, or proposal submitted by or acted upon by the Customer (whether oral or in writing) which is inconsistent with or not agreed upon in writing by Techies Direct or acted upon in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by Techies Direct. Techies Direct silence or failure to respond to any such subsequent term, condition or proposal shall not be deemed to be Techies Direct acceptance or approval thereof.

TITLE

Techies Direct hereby agrees to sell to the customer "The Goods" and the customer (hereafter "the Customer") hereby agrees to purchase from Techies Direct at the total invoice price indicated and on all schedules which may hereinafter be executed by the parties.

Title to the "The Goods" is and shall remain vested in Techies Direct unless and until the invoices, applicable taxes, delivery and setup charges and all other amounts are paid in full. In the event that the Customer pays Techies Direct by check, promissory note or other negotiable bill of exchange, title shall pass only when the said check, promissory note or other negotiable bill of exchange has been presented for payment and honored. The Customer shall defend Techies Direct title against any contrary claim.

The Customer agrees that Techies Direct will have the right to file Financing Statements and / or other documentation pursuant to applicable law to secure evidence or perfect Techies Direct title in "The Goods". The Customer also agrees that Techies Direct will have the right to invoice the Customer and the Customer will pay all fees, taxes and assessments associated with the filing of the financing documentation.

DELIVERY AND RETURNS

If requested by the Customer, Techies Direct shall deliver at the Customer's expense all goods to the place specified by the Customer, but the Customer shall bear the risk of any loss, deterioration or damage from the time "The Goods" leave Techies Direct premises.

Returns of "The Goods" are to be made directly with the merchant from which such items have been purchased. Techies Direct does not resale items from its own sources. Techies Direct may, at its option, purchase items on behalf of its Customers with the expectancy of additional charges for the required products and services will be paid by the Customer. Any and all addition costs or fees are to be paid by the Customer as required.

INSTALLATION AND PROVISION OF SERVICES AND OPERATING PROCEDURE

In all instances where personal attendance is required at the Customer's premises to perform the Service or Services, the Customer shall be fully responsible for all travel costs, communication costs, living expenses and other out of pocket expenses incurred by Techies Direct, and all of these amounts shall be payable to Techies Direct forthwith when invoiced.

In all instances where personal attendance is required to provide the Service or Services on behalf of a Customer of Techies Direct to Clients of the Customer as in but not limited to a subcontract provision, the Customer shall be fully responsible for all travel costs, communication costs, living expenses and other out of pocket expenses incurred by Techies Direct, and all of these amounts shall be payable to Techies Direct forthwith when invoiced.

In all instances, the Customer shall provide a minimum 24 hours notice of any requests for services prior to rendering of such services by way of telephone and / or email.

Prior to shipment, the Customer, when and where required, will prepare at the Customer's expense its premises for installation of

"The Goods" and will provide all facilities, including space, electrical power, cable troughs, special cables and connector requirements, communications modems, communications devices, dial up business telephone line fittings and the like in accordance with Techies Direct site specifications and installation instructions. Additional charges may be incurred by the Customer if these requirements are not met.

The initial installation of "The Goods" will be performed by Techies Direct in accordance with Techies Direct policies and procedures then in effect. For other units, installation is extra and available at the Customer's request

All supplies for use with the products will be provided by the Customer and will meet the specifications set forth for such product. Upon request, Techies Direct will sell to the Customer at then current prices those supplies which it has available.

If requested by the Customer, Techies Direct will provide maintenance services in accordance with Techies Direct then current prices and policies.

RISKS OF LOSS

Until title passes to the Customer, payment made in full of Services rendered, the Customer agrees to:

- (a) Maintain the "The Goods" in good operating condition;
- (b) Not sell, assign or otherwise transfer possession of "The Goods" and keep "The Goods" free from all encumbrances;
- (c) Not use or permit the use of "The Goods" in any manner likely to be injurious to "The Goods";
- (d) Not remove or permit removal of "The Goods" from its original location;
- (e) Not make or permit any alteration to "The Goods" without Techies Direct prior written consent; and
- (f) Maintain adequate insurance to protect Techies Direct interest against loss or damage from all risks, up to the full insurable value of "The Goods". The Customer shall furnish evidence of such insurance coverage on request.
- (g) Allow inspection by Techies Direct or agent thereof at anytime and wherever located.

Techies Direct will be held free and clear of any and all delays, costs, encumbrances incurred by the Customer that is beyond Techies Direct direct control by way of the following but not limited to; acts of God, lack of detailed written specifications and/or instructions, lack of service due to unexpected interruptions such as break down of any tools or equipment used to provide the service.

Techies Direct will provide its best efforts to correct any unexpected issues that may arise in performing the service to the Customer. The Customer will provide a written request for any occurrences that may arise due to these circumstances upon discovery of such occurrences to Techies Direct within 5 business days. The Customer agrees to give Techies Direct reasonable time to make any and all corrections, adjustments without fear of any penalty or cost or liability to Techies Direct

DEFAULT

Default by the Customer hereunder shall have occurred if:

- (a) The Customer fails to fulfill any term or condition hereof;
- (b) The Customer shall dissolve, cease to do business, become insolvent, commit an act of bankruptcy or be subject to winding up, compromise, arrangement, bankruptcy or receivership proceedings;
- (c) Any and all actions taken by the Customer outside this agreement that places Techies Direct at risk of injury or in a legal position that is not favorable to Techies Direct;
- (d) There is damage to "The Goods" while in the possession of the Customer if title is still retained by Techies Direct;
- (e) Any withholding of moneys made by the Customer for any reason, without prior consent and agreement in writing by Techies Direct;
- (f) Non-payment of any moneys owing hereunder.

Upon default by the Customer, each of the following remedies shall accrue immediately to Techies Direct, in addition to any other remedies available to Techies Direct by law. The omission to enforce shall not be a waiver.

- (a) Techies Direct may take possession of any or all items of "The Goods", without demand or notice and without any Court Order or other process of law. The Customer hereby waives any and all damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this Agreement as to any or all items of "The Goods" unless Techies Direct expressly notifies the Customer in writing;
- (b) Techies Direct may terminate this Agreement as to any or all items of "The Goods" at any time;
- (c) Techies Direct may retain all moneys paid to it;
- (d) Techies Direct may repair at the Customer's expense, "The Goods" as necessary for resale;
- (e) Payment of any moneys owing becomes due immediately and is subject to an additional 10% administrative charge for late payment plus applicable taxes.
- (f) Any amounts hereunder by acceleration or otherwise which are not paid when due shall bear interest at 2% per month (0.006575% compounded daily) until paid. Checks returned as "NSF" (Non-Sufficient Funds) are subject to \$40 charge.

WARRANTY

Techies Direct agrees to extend to the Customer the benefits of any warranty Techies Direct receives from the manufacturer. Techies Direct assumes no responsibility for the performance by the manufacturer of its obligation under any warranty the benefit of which is so extended.

GENERAL

A failure to enforce any provision of this Agreement or a waiver by Techies Direct of any breach or term hereof shall not operate or be construed as a waiver of any continuing or subsequent breach or of any of the terms of this Agreement by Techies Direct

Techies Direct entire liability in contract, tort or otherwise arising out of this Agreement, shall not exceed the moneys paid by the Customer under this Agreement.

If any provision of this Agreement shall be found to be, or be deemed illegal or invalid, the remainder of the Agreement shall not be affected thereby.

The validity and interpretations of this contract shall be governed by the Laws of Ontario.