

NETWORTH TERMS AND CONDITIONS OF SALE

THIS CONSTITUTES ACCEPTANCE BY **NETWORTH** ("SELLER") OR BUYER'S PURCHASE ORDER REFERENCED BY CUSTOMER ORDER NUMBER ON THE FRONT SIDE HEREOF (OR BUYER'S TELEPHONE ORDER, EMAIL, FACSIMILE IF APPLICABLE), EXCEPT THAT UNLESS BUYER AND SELLER HAVE EXECUTED A MASTER CONTRACT WHICH SPECIFICALLY SUPERCEDES AND REPLACES THE TERMS AND CONDITIONS AND SET FORTH HEREIN WITHOUT MODIFICATION OR ADDITION. **NETWORTH** IS A REGISTERED NAME AND INDEPENDENT OWNER EXCLUSIVE IN CANADA.

1. ACCEPTANCE. This Invoice, Quotation or Sales Agreement is subject to the terms and conditions contained herein. There are no other terms and conditions except those agreed to in writing by **NETWORTH**. Any terms, provision or condition in conflict with or in addition to or in modification of any of these terms and conditions shall not be binding upon **NETWORTH** unless such terms, provisions or conditions are in writing and signed by an officer of **NETWORTH**. Failure to object to any term or condition contained in any communication from the Buyer shall not be deemed a waiver of these terms and conditions. For the purposes hereof, products shall include, but not be limited to computer products.

2. TITLE AND DELIVERY. Unless otherwise expressly provided, all products ordered hereunder will be delivered to the Buyer FOB. The Buyer shall be responsible for the products from the time they leave **NETWORTH**. Delivery of goods to a carrier shall constitute delivery to the Purchaser and, regardless of freight payment and method, all risk of loss or damage in transit shall pass to the Purchaser at that time. **NETWORTH** shall remain the sole and only owner of the products until the purchase price is paid in full. Title to goods shall pass from **NETWORTH** to the Purchaser when **NETWORTH** has been paid in full and purchaser hereby grants to **NETWORTH** a security interest in the goods until payment in full. The Buyer shall assume all risk of loss or damage to any product from the time it leaves **NETWORTH**. Buyer shall promptly notify **NETWORTH**, in no event later than five (5) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. All goods shall continue to be personally notwithstanding their mode of attachment to realty to other property. If default is made in any of the payments herein **NETWORTH** may retain any partial payments which have been made, as liquidated damages and **NETWORTH** shall be entitled to the immediate possession of the goods and shall be free to enter the premises where the goods may be located, and remove them as **NETWORTH** property, without prejudice to **NETWORTH's** right to recover any further expenses or damages **NETWORTH** may suffer by reason of such non-payment.

3. DELIVERY DATE. Delivery dates are approximate and **NETWORTH** shall not be liable for any damage, cost, lost or expense suffered by the Buyer as a result of any delay in delivery or as a result of any non-delivery of the products. **NETWORTH** shall not be liable for any shipment delays beyond the reasonable control of **NETWORTH** which affect **NETWORTH** including but not limited to delays caused by unavailability or shortages of products from **NETWORTH's** suppliers; natural disasters, acts of war, acts of terrorism, acts or omissions of Buyer, fire, strike, riot, or governmental interference, unavailability or shortage of materials, labour, fuel or power failure or destruction of plan or equipment arising from any cause whatsoever; or transportation.

4. WARRANTY DISCLAIMER. **NETWORTH** makes no warranties or representations as to the performance of any of the products and the only warranty available to the Buyer is that set forth in the limited warranty form (if any) included with the products. All implied warranties including, but not limited to, implied warranties or conditions of merchantable quality and fitness for a particular purpose and those arising by statute or otherwise in law or from any course or dealing or usage of trade are hereby excluded. Without limiting the foregoing, all computer programs are provided "as is" without any warranty or conditions and the entire risk as to the quality and performance of the computer program rests with the Buyers. If the computer program proves defective, the buyer assumes the entire cost of all necessary servicing, repairs or corrections. **NETWORTH** does not warrant that the functions contained in any computer program will meet the Buyer's requirements of that the operation of the computer program will be uninterrupted or error free.

5. LIMITATION ON LIABILITY. The liability of **NETWORTH**, if any, under this sales agreement or in connection with the products delivered hereunder is limited to the actual price paid by the Buyer to **NETWORTH**. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

6. PRICE & PAYMENT. **NETWORTH** OFFERS ABSOLUTELY NO PRICE PROTECTION ON PRICES SUPPLIED BY MANUFACTURERS AT TIME OF ORDER PLACEMENT, AND NO PRICE PROTECTION FOR MANUFACTURERS' PRICE CHANGES FOR UNDELIVERED OR UNINVOICED PRODUCT. Customers will be notified of any and all price changes prior to the invoicing and delivery of product. All overdue payments hereunder shall bear interest at the legal rate from date payment is due. If **NETWORTH** shall extend credit to the Buyer and if, in the judgment of **NETWORTH**, the financial condition of the Buyer at any time does not justify continuance of such credit terms, **NETWORTH** may require full or partial payment in advance. If the Buyer becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors or defaults in any payment due to **NETWORTH**, any such event shall be a default hereunder entitling **NETWORTH** to cease performance under this purchase order to avail itself of all legal and equitable remedies it may have against the Buyer. **NETWORTH** shall remain the owner of the products which are the subject matter hereof to secure that amount remaining unpaid for the products until the purchase price has been paid in full, and **NETWORTH** is authorized, at its election, to file a financing statement and other documents which may be necessary to perfect or give to this security. The Buyer shall bear all applicable federal, provincial, municipal and other government taxes, as well as import or customs duties, license fees and similar charges, however designated levied on this sale or the products (or the delivered thereof) or measured by the purchase price hereunder. (**NETWORTH's** prices set forth on the front side hereof do not include such taxes, fees and charges, and any such expenses will be additionally invoiced.)

7. SHORTAGES ON INCORRECT PRODUCTS. All claims for shortage or incorrect products must be filed by the Buyer with **NETWORTH** within 5 days after receipt of the products.

8. PRODUCT RETURNS. Return of Products purchased hereunder, claimed to be defective shall be governed by **NETWORTH's** Product Return Policies in effect on the date of this agreement, or otherwise provided by **NETWORTH** to Buyer in writing. **NETWORTH** reserves the right to modify or eliminate such policies at any time. **NETWORTH** HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **NETWORTH** WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY. The right to return defective products, as previously described, any kind relating to the quality, condition or performance of any product, whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty principles of indemnity or contribution, or otherwise.

9. DEFAULT. In the event of any default by the Buyer, **NETWORTH** may decline to make further shipments without in any way affecting its rights hereunder. If, despite any default by the Buyer, **NETWORTH** elects to continue to make shipments, this action shall not constitute a waiver of any default by the Buyer or in any way affect **NETWORTH** action shall not constitute a waiver of any default by the Buyer or in any way affect **NETWORTH** legal remedies in connection with any such default.

10. ASSIGNMENT. The Buyer shall not assign this order or any rights hereunder without the prior written consent of **NETWORTH**.

11. CONTROLLING LAW. The validity, construction and performance of the terms of this invoice shall be governed by and construed in accordance with the laws of the originating Province, State or Country.

12. SEVERABILITY. In the event that any provision of this Sales Agreement or the application of any such provision shall be held to be contrary to law, the remaining provisions shall continue in full force and effect.

13. GENERAL. These terms and conditions shall upon acceptance by the Buyer, constitute the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements. Unless Buyer and **NETWORTH** have executed a master contract which specifically supersedes and replaces the terms and conditions herein, no additional or different terms of conditions, whether material or immaterial, shall become a part of this agreement unless expressly accepted in writing or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. It is the intention of the parties that this agreement shall be enforceable to the fullest possible extent, regardless of any invalidity of unenforceability, and that no failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder.