
STANDARD TERMS AND CONDITIONS OF SALE

1.0 Definitions

In these Standard Terms and Conditions, the following definitions apply:

- **Agreement:** The contract formed between InterTalk Critical Information Systems ("InterTalk") and the Purchaser upon acceptance of an Order.
- **Business Day:** Any day other than a Saturday, Sunday, or a public holiday in Canada. For international transactions, Business Days are determined based on InterTalk's corporate headquarters in Nova Scotia.
- **Confidential Information:** Any proprietary or sensitive data exchanged between the parties, including but not limited to financials, technical information, trade secrets, and any non-public business information. Confidentiality obligations shall survive contract termination for five (5) years.
- **Delivery:** The transfer of Products from InterTalk to the carrier at the designated shipping point.
- **Force Majeure Event:** Any event beyond the reasonable control of InterTalk, including but not limited to natural disasters, acts of war, government restrictions, supply chain disruptions, and labor disputes. A Force Majeure Event does not relieve the Purchaser of the obligation to pay for goods or services already delivered by InterTalk prior to the Force Majeure Event.
- **Intellectual Property Rights:** All patents, copyrights, trademarks, trade secrets, and proprietary rights related to InterTalk's products and services.
- **Order:** A written request for Products or Services issued by the Purchaser and formally accepted by InterTalk in writing.
- **Product:** Any hardware, software, or services supplied by InterTalk.
- **Purchaser:** The entity purchasing Products or Services from InterTalk.
- **Quotation:** A written proposal provided by InterTalk detailing pricing and terms for specific Products or Services.
- **Services:** Any professional or technical services provided by InterTalk, including but not limited to installation, maintenance, support, training, and consulting.
- **Software Updates:** Updates provided at InterTalk's discretion, which may include security patches, performance enhancements, and new features. InterTalk makes no representation or warranty that the software will be error-free, operate without interruption, or be compatible with all Purchaser requirements. InterTalk shall not be liable for any loss of data, system downtime, or indirect damages arising from software use or failure.



- **Taxes & Duties:** All applicable taxes, fees, tariffs, and duties imposed by government authorities.

2.0 Acceptance of Orders & Pricing

2.1 Order Acceptance: Orders are valid only upon written confirmation by InterTalk and subject to these Terms and Conditions. Any additional or different terms proposed by the Purchaser shall not be binding unless explicitly agreed upon in writing by an authorized InterTalk representative.

2.2 Pricing:

- Prices are FCA Dartmouth, Nova Scotia and exclude taxes, duties, shipping, insurance, and other incidental costs unless explicitly agreed otherwise in writing.
- Prices quoted are valid for 30 days unless otherwise specified.

3.0 Payment Terms

3.1 Payment Terms & Invoice Timing:

- InterTalk reserves the right to invoice at any time after an order is placed, unless otherwise agreed in writing.
- System Orders:
 - A 25% payment of the order, including any associated professional services for installation and configuration, is due upon order acceptance unless otherwise agreed in writing.
 - The remaining 75% of the order, including any associated professional services for installation and configuration, is due upon delivery to the Purchaser's site unless otherwise agreed in writing.
 - If agreed in the Quotation or Contract, a portion of the final balance may be held back until system acceptance is completed.
- Standalone Services: Professional services that are not part of a system deployment (such as maintenance site visits or configuration work on existing systems) will be invoiced upon completion of services, unless otherwise agreed in writing.
- InterTalk may, at its sole discretion, offer Net 30 calendar days payment terms from the invoice date to Purchasers who have been approved in writing by InterTalk management.
- Net 30 terms are granted based on account standing and payment history and may be revoked at any time at InterTalk's discretion.
- Any other terms aside from Net 30 calendar days must be agreed in writing.

3.2 Non-Payment Consequences:

- InterTalk may suspend or cancel outstanding Orders.



- The Purchaser shall bear collection costs, including legal fees.
- InterTalk may withdraw any previously approved payment terms at its sole discretion.
- Interest on overdue accounts will be charged at the maximum rate permitted under the Limitations of Interest Act (Nova Scotia) and the Criminal Code of Canada, not to exceed 60% annually.

4.0 Purchaser's Responsibilities

4.1 Compliance & Intended Use:

- The Purchaser is responsible for ensuring that the Products comply with local laws, safety standards, and operational requirements before use.
- The Purchaser agrees to use the Products only for their intended purpose and in accordance with InterTalk's documentation and recommendations.

4.2 Maintenance & Installation:

- The Purchaser is responsible for the proper installation, configuration, and maintenance of the Products unless otherwise agreed in writing.
- Failures caused by improper installation, lack of maintenance, or unauthorized modifications void the warranty.

5.0 Acceptance of Products

5.1 Inspection & Notification of Defects:

- The Purchaser must inspect all delivered Products upon receipt and notify InterTalk of any defects within 10 business days.
- If no notification is received within this timeframe, the Products shall be deemed accepted and free of defects.
- Any use of the Products beyond initial inspection constitutes automatic acceptance.

6.0 Product Modifications & Unauthorized Use

6.1 Restrictions on Modifications:

- The Purchaser shall not modify, alter, reverse-engineer, or decompile any InterTalk Product, software, or firmware.
- Any unauthorized modifications immediately void all warranties and relieve InterTalk of any liability for system failures.

6.2 Resale & License Transfers:

- The Purchaser may not resell or transfer software licenses without prior written approval from InterTalk.
- Any unauthorized resale or transfer voids the license and any associated warranty.



7.0 Warranty

7.1 Warranty Start Date:

- The warranty period for both hardware and software begins on the date of shipment from InterTalk's facility, unless otherwise agreed in writing.
- If installation is performed by InterTalk, the warranty shall not be extended or reset beyond the original warranty start date.

7.2 Limited Warranty:

- InterTalk provides a limited one-year warranty on hardware from the date of shipment.
- Software is provided with a one-year update access period, during which Purchasers may receive free software updates that may include enhancements and fixes at InterTalk's discretion.
- InterTalk's Limited Warranty includes free System Support (Service First Program) for one-year.

7.3 Warranty Claim Process:

- The Purchaser must provide written notice of any material defect within the warranty period.
- The defective Product must be returned to InterTalk at the Purchaser's expense, unless otherwise agreed in writing.
- If InterTalk determines that the defect is covered under warranty, InterTalk will, at its sole discretion:
 - Repair the defective part(s) or product;
 - Replace the defective product with the same or equivalent product; or
 - Provide a refund for the defective product, based on its depreciated value.
- Any replacement products or repaired components will be warranted only for the remainder of the original warranty period.

7.4 Warranty Exclusions:

- Warranty does not cover:
 - Custom software features or modifications not part of InterTalk's standard product offerings.
 - Normal wear and tear, misuse, unauthorized modifications, or third-party software/hardware integration.
 - Damage caused by improper installation, environmental conditions, power surges, or neglect.
 - Consumable parts (e.g., batteries, fuses) unless otherwise specified.
 - Products repaired or altered by unauthorized personnel.



- Travel and on-site visits are not covered in this warranty.

7.5 Service and Repair Beyond Warranty:

- Out-of-warranty repairs will be charged at InterTalk's then-current service rates.
- Repairs performed outside the warranty period carry a limited 90-day repair warranty on the specific components serviced.

7.6 Limitation of Warranty Liability:

- This warranty is exclusive and in place of all other warranties, expressed or implied, including merchantability or fitness for a particular purpose.
- InterTalk shall not be responsible for any incidental, consequential, or indirect damages arising from the use or inability to use the Products.
- This warranty applies only to the original Purchaser and is non-transferable unless otherwise agreed in writing by InterTalk.

8.0 Anti-Bribery & Compliance

8.1 Legal Compliance:

- The Purchaser shall comply with Canadian CFPOA, U.S. FCPA, and UK Bribery Act in all transactions involving InterTalk Products.
- Any violation of anti-bribery laws shall result in immediate contract termination.

8.2 Ethical Conduct:

- The Purchaser agrees to conduct business ethically and in compliance with all applicable labor laws, environmental regulations, and trade restrictions.

9.0 Export Control & Compliance

The Purchaser agrees to comply with Canadian and U.S. export control laws and will not export, re-export, or transfer products to restricted countries or entities. InterTalk reserves the right to cancel any order that violates export regulations.

10. Dispute Resolution & Governing Law

This Agreement is governed by the laws of Nova Scotia, Canada, with jurisdiction in Halifax, Nova Scotia courts.

11. Acceptance of Terms

By placing an order, issuing a Purchase Order, or signing a Quotation, the Purchaser expressly agrees to these Terms and Conditions.

NO MODIFICATIONS SHALL BE BINDING UNLESS AGREED TO IN WRITING BY AN AUTHORIZED INTERTALK REPRESENTATIVE.

