

## Terms and Conditions of Sale International

**General** - M.I. Cable Technologies, Inc. ("MICT") and Customer agree that the terms and conditions identified in this document and in any written MICT specification of products to be furnished hereunder shall govern exclusively the sale of all Goods outside the United States, Mexico, and Canada. No addition or modification to any of the terms and conditions as they appear in this document shall be binding upon MICT unless in writing and signed by an authorized representative of MICT, except in the case of emailed correspondence from an authorized representative of MICT. Reference is made in the following paragraphs to trade terms as defined under *Incoterms 2020*. MICT objects to other terms and conditions that may be proposed by Customer.

**Terms** - Payment terms to Customers with approved credit are net sixty (60) days from date of invoice. Payment terms to customers not having an open account with MICT are payment in advance of shipment unless MICT specifically agrees otherwise in writing.

If payment of any amount owed MICT is not made when due, MICT reserves the right (in addition to and without limitation of its other rights) to suspend further performance, without liability, until such payment has been made.

**Shipment** - Scheduled or stipulated shipping dates are approximate and based upon prompt receipt of all necessary information from Customer. If shipment is delayed at the request of, or due to acts or omissions by Customer, MICT shall have the right to store the Goods at a place of its own choice at Customer's risk and expense.

Shipment will be FCA (free carrier) MICT's warehouse loading dock in Calgary, Canada. Unless instructed otherwise by Customer, freight charges will be prepaid by MICT and added to the invoice for payment by Customer.

**Title and Responsibility** - Title to Goods shall remain with MICT as security only and until full payment for Goods has been received. Risk of loss or damage shall pass to Customer upon delivery to Carrier at the named location.

**Shipping Lengths** - Published coil lengths are nominal only and are not warranted. A shipping tolerance of minus zero +10% of length per item may be applied to Customer's order.

MICT reserves the right to ship random coil lengths in filling Customer's order unless specifically instructed by Customer to ship complete coils only. A premium may be applied in these cases.

**Quotations** - All written quotations automatically expire unless accepted within thirty (30) days from the date quoted unless a specific expiry date is noted on the quotation. Verbal quotations expire the same day they are made. All stenographic and clerical errors are subject to correction.

**Published Prices** - Prices shown in any MICT publication are subject to change without notice.

**Cutting Charges** - A per piece cutting charge may be applied to an order which requires MICT to supply specific cut lengths of cable.

**Packing Charges** - A packing charge may be applied to any order which requires specific packaging in accordance with the Customer's instructions.

**Minimum Order** - A minimum order value of up to \$200 may apply to all orders at the discretion of MICT. The minimum order value will not apply to back orders or short shipments.

**Taxes and Duties** - The Customer shall pay or reimburse MICT for all sales, use, excise, import, or similar taxes and duties.

**Scope Change** - All changes affecting Goods, delivery date or otherwise affecting the scope of the order are to be documented in writing and subject to prior approval by MICT. All changes approved by MICT may result in price, delivery, specification, and/or other changes of which Customer will be advised.

**Warranty** - Unless otherwise provided in writing and approved by MICT, MICT warrants for a period of one (1) year from the date of MICT invoice that all products furnished under the order will be of merchantable quality, free from defects in material, workmanship, and design, each as determined, at the date of shipment by MICT, by generally recognized, applicable and accepted practices and procedures in the industry - to include any specifications as specifically agreed to in writing by MICT prior to the date of shipment.

Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement of, or issuance of a credit for the Goods involved, at MICT's option, only after the return of such Goods with MICT's consent in accordance with **RETURN OF GOODS** (see below).

Such warranty satisfaction is available only if (a) MICT is promptly notified in writing upon discovery of an alleged defect and (b) MICT's examination of the subject Goods discloses, to its satisfaction, that any alleged defect has not been caused by misuse, neglect, accident, or unusual deterioration or degradation of the Goods due to physical environment. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS and thereby excludes certifications or the like for product performance, use or design with respect to any standard, regulation or the like (unless and to the extent independently approved in writing by MICT) AND EXTENDS ONLY TO CUSTOMER PURCHASING FROM MICT.

**Limit of Liability** - IN NO EVENT, REGARDLESS OF CAUSE, SHALL MICT ASSUME RESPONSIBILITY FOR OR BE LIABLE (a) FOR PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, OR (b) FOR INDEMNIFICATION OF CUSTOMER OR OTHERS FOR COSTS, DAMAGES, OR EXPENSES EACH ARISING OUT OF OR RELATED TO THE GOODS OF THIS ORDER, OR FOR CERTIFICATION, UNLESS OTHERWISE SPECIFICALLY PROVIDED HEREIN, OR (c) FOR INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE, INCLUDING ANY LOSS, INJURY, OR OTHER DAMAGES. MICT'S MAXIMUM LIABILITY, INCLUDING DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. THIS LIMITATION OF MICT'S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

**Return of Goods** - Approval for return of Goods, whether under the **Warranty** clause or otherwise, must be obtained from MICT. No approval shall be granted for the non-warranty return of Goods under any circumstances where the original invoice date for such Goods is more than sixty (60) days prior to the date that a request is made to MICT for such approval. All Goods returned must include reference to all pertinent order information for those Goods to include order, catalog, and tag numbers. Except for Goods under warranty, cost for placing Goods returned for credit in a salable condition will be charged to Customer. Goods returned must be carefully packed so as to reach MICT without damage and must be accompanied by a completed RETURNED MATERIAL AUTHORIZATION document (available from MICT).

Goods accepted for return, which are not covered by warranty, are subject to a **minimum** restocking charge plus all transportation and customs clearance charges and must be shipped prepaid.

Unless covered under the provisions of warranty, Goods especially manufactured to Customer's requirements cannot be returned for credit under any conditions.

All Goods to be returned must be shipped to the location stipulated by MICT at the time MICT approves the return of the Goods. The shipping container of all returned Goods must be clearly marked in accordance with MICT directives.

**Cancellation and Termination** - Any order or contract may be terminated by the Customer only by written notice and upon payment to MICT of reasonable and proper cancellation charges unless waived by MICT. Payment shall be made within thirty (30) days from date of invoice.

MICT shall have the right to cancel any order or contract at any time by written notice for any breach of the order or contract by the Customer and MICT shall be entitled to collect reasonable and proper cancellation charges.

No termination by Customer for default shall be effective unless and until MICT shall have failed to correct such alleged default within forty-five (45) days after receipt by MICT of the written notice specifying such default.

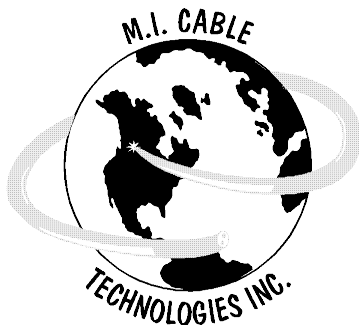
**Force Majeure** - MICT shall not be liable for any loss, damage or delay in delivery due to acts of God or causes beyond its reasonable control including acts of the Customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargoes, or inability due to causes beyond its reasonable control to obtain necessary labor, materials, or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay.

**Government Clauses and Contracts** - No Government contract regulations or clauses shall apply to the Goods of this order or bind MICT unless specifically agreed in writing by MICT.

**Assignment** - This agreement may not be assigned by either party without the written consent of the other party.

**Governing Law** - This agreement shall be deemed to be made in and performed in the Province of Alberta, Canada and shall be governed by and interpreted in accordance with the laws of the Province of Alberta and shall specifically exclude the provisions of the 1980 UN Convention on Contracts for the International Sale of Goods.

**Dispute Resolution** - In the event that any disagreement arises between the parties of this agreement, then any such dispute shall be referred to arbitration in accordance with the provisions of the Rules of Conciliation and Arbitration of the International Chamber of Commerce to take place at the respondent's place of main office and to be conducted in English.



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