



Terms and Conditions Of The Sale

GoConex is proud to pioneer switching without wire. Where people can move, add or change how switches work to enhance their spaces and the way they live.

We recognize that our high-quality dealers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff, product availability and sharing our brand message. The terms and conditions of sale are the framework for our business agreement.

1. Products and Services.

These terms and conditions govern the sale of all GoCon branded products by Levven, ("Seller") and apply notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other document or communication ("Purchase Order") from Buyer. These terms and conditions may only be waived or modified in a written agreement signed by an authorized representative of Seller. Neither Seller's acknowledgement of Purchase Order nor Seller's failure to object to conflicting, contrary or additional items and conditions in a Purchase order shall be deemed to acceptance of such terms and conditions or a waiver of the provisions hereof.

2. Proposals or Quotations to Govern.

Seller agrees to provide the Products or Services as described in its proposal or quotation. Prices shall apply for the period specified in the proposal or quotation, or if no period is specified, thirty (30) days is provided. All orders are subject to acceptance by Seller. Upon acceptance, no order may be cancelled or rescheduled without Seller's consent, which consent may be given by Seller at its sole discretion.

3. Payment & Terms

Buyer shall pay Seller the price (s) stated in the current pricing, quotation and invoice. Shipping and transportation charges, and applicable taxes, if any, are additional unless otherwise specified in the proposal or quotation. When credit is extended, terms are 1% 10 days, net thirty (30) days from date of shipping of the product, subject to approval of Buyer's credit. A service charge of two (2%) per month (24% per annum) or the maximum rate allowed by law, whichever is less, will be made on past due accounts. If Buyer fails to pay any invoice when due, or if Seller believes, in good faith that Buyer's ability to make payments may be impaired, Seller may suspend delivery of any order of remaining installment thereof and Buyer shall remain liable to pay for any Products or Services already shipped or delivered. Buyer agrees to submit such financial information from time to time, as may be reasonably requested by Sellers for the establishment and /or continuation of credit terms. Buyer agrees to pay any and all legal fees associated with payment collection.

4. Delivery and Title

All shipments of Products by Seller are FOB Sellers Dock, and transportation charges shall be paid by Buyer, unless otherwise specified in a quotation or meet the prepaid freight amount. The addition of shipping insurance may be added and shall be the responsibility of the Buyer. Subject to Seller's right of stoppage in transit, delivery of Products made to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to the Buyer. Selection of the carrier and delivery route shall be made by the Buyer unless where the Seller is paying the cost of the freight. Seller shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates. Seller reserves the right to make deliveries in installments. Delivery of a quantity that

varies from the quantity specified shall not relieve Buyer of the obligation to accept the delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

5. Acceptance of Products and Product Returns

Inspection and acceptance of products shall be buyer's responsibility. Buyer is deemed to have accepted the products unless written notice of rejection is received by Seller within 72 hours after delivery of the products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within 72 hours after delivery.

No return of products shall be accepted by Seller without a Return Material Authorization ("RMA") number, which may be issued by Seller at its sole discretion. Returned products must be in original manufacturers shipping cartons complete with a description of the nature of any reported defect must be included with the returned products. Products not eligible for return shall be returned to the buyer, freight prepaid. A 25% restocking fee is applied to returns that are non-defect related, in order to recover banking fees, service fees, manufacturer penalties, postage, cost of correspondence, or handling cost (i.e. labour, telephone, fax, email, et al).

6. Force Majeure

Seller shall not be liable for failure to fulfill its obligations herein or for delays due to causes beyond its reasonable control. Including but not limited to acts of God, natural disasters, act or omissions of other parties, act or omissions of civil or military authority, government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delay in transportation, or inability to obtain labour or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay or Seller may, at its option cancel any order or remaining part thereof without liability by giving notice of such cancellation to the buyer.

7. Seller's Limited Warranty for Products.

Seller warrants to buyer that upon delivery to buyer the products purchased hereunder shall conform to the manufacturer's specifications of such Products. Seller makes no other warranty, express or implied with respect to the products. In particular, Seller makes no warranty respecting the merchantability of the products or their suitability or fitness for any particular use or respecting infringement. With respect to products that do not meet applicable manufacturer's specifications and with respect to value-added work by Seller which does not meet applicable buyer's specifications. Seller's liability is limited, at Seller's election to 1) refund of buyer's purchase price for such products (without interest), 2) replacement of such products; provided, however, that such products must be returned to Seller, Along with acceptable evidence of purchase. Warranty period is one (1) year from date stated on the accepted proof of purchase and/or from the date of sale associated with the serial number of the product.

Warranty

8. Limitation of Liabilities

Buyer shall not in any event be entitled to, and Seller shall not be liable for indirect, special, incidental, or consequential damages of any nature, including, without limitation, business interruption costs, damages of any nature, including, without limitation, business interruption cost, removal and/or reinstallation cost, procurement cost, loss of profit or revenue, loss of data, promotional or manufacturing expense, overhead, injury to reputation or loss of customers. Even if Seller has been advised of the possibility of such damages. Buyer's recovery from Seller for any claim shall not exceed buyer's purchase price for the product, giving rise to such claim irrespective of the nature of the claim,



whether in contract, tort, warranty, or otherwise. Seller shall not be liable for and the buyer shall indemnify, defend and hold Seller harmless from any claims, based on Seller's compliance with Buyer's designs, specifications or selection. Buyer affirms that the performance of the product is affected by many factors unique to their environment, over which Seller has no insight or control. Seller is not an insurer; the buyer ("you") will obtain from an insurer any insurance he/she desires (s). The amount you pay us is based upon the products values or for any services we perform. The limited liability we assume under these sale terms is unrelated to the value of your property or property of others located in your premises. In the event of loss or injury, you agree to look exclusively to your insurer to cover damages. You waive subrogation and other rights of recovery against us that any insurer or other person may have as a result of paying any claim loss or injury to any other person. You agree that we have our agent, employees, subsidiaries, affiliates and parent companies are exempt from liability for any loss, damage, injury or other consequence arising directly or indirectly from the services we perform or the system we provide under this contract.

9. Governing Law Remedies: Forum Selection

This Agreement shall be construed in accordance with and disputes shall be governed by, the laws of Alberta, Canada, excluding any law or principle, which would apply the law of any other jurisdiction. Buyer agrees that the courts of Alberta, Canada shall have exclusive jurisdiction over any disputes arising under or relating to the Agreement or alleged breach, and Seller irrevocably consents to the jurisdiction of those courts. If buyer fails to make payment when due, Seller may pursue any legal or equitable remedies, in which event, Seller shall be entitled to reimbursement of the costs of collection, including reasonable attorney's fees.

10. General

This Agreement is the complete and exclusive statement of the terms of the Agreement between the parties and supersedes any and all other proof and contemporaneous negotiations and agreements, whether oral or written, between them relating to its subject matter. This Agreement may not be varied, modified altered or transferred without the prior consent of the Seller: any attempt or purported assignment shall be void. The obligations of the Buyer shall be binding on its successors and assigns. Seller's waiver of any provision of the Agreement, or of any breach or default shall not be deemed a waiver of any other provision, nor of any other breach or default. Any provision of this Agreement held unenforceable in any jurisdiction shall not affect the remaining provisions of this Agreement in that jurisdiction, nor the validity or enforceability of such provision in any other jurisdiction.

11. Taxes

Unless otherwise indicated, Seller's prices are exclusive of all local, provincial, state and federal taxes. Any taxes that the Seller may be required to pay or collect under any existing or future law upon or with respect to the purchase, delivery, storage, use or consumption of any of the materials covered hereby shall be the obligation of the Buyer and Buyer will promptly pay the amount thereof to Seller on demand. If a certificate or exemption or similar document is applicable to this transaction which will exempt the sale from sales, use, or a similar tax liability, Buyer will obtain such certificate or document and deliver the same to Seller on or before the time the purchase is initiated.