

## **STANDARD TERMS AND CONDITIONS AGREEMENT**

1. **CUSTOMER ORDER.** Customer may accept the attached NeuronicWorks Inc. Quote by issuing a purchase order in response to such Quote (each accepted Quote constitutes a "Customer Order"). Customer shall be deemed to unconditionally accept these terms and conditions by issuing such purchase order. No terms and conditions specified or preprinted on any Customer purchase order or other form of acceptance shall add to or modify these terms and conditions. North York, Ontario shall be the acceptance and fulfillment location for any Customer Order.

2. **PRICES AND TAXES.** All Quotes are valid for thirty (30) days unless otherwise specified. All invoice prices are those specified in the Quote accepted by Customer. Prices do not include applicable taxes and, unless expressly identified and itemized, do not include freight, handling or insurance. Products, Maintenance or Services purchased for delivery outside of the Canada may be subject to required and non-recoverable Value Added Tax or similar indirect sales related taxes (collectively, "VAT"), and Customer hereby agrees to reimburse NeuronicWorks Inc. for the total amount of such VAT incurred which will be invoiced as an international logistics fee.

3. **PAYMENT AND INVOICING TERMS.** Payment in full of all invoices is due within the terms specified on the quote from date of invoice. Payment terms are subject to Customer maintaining a credit status acceptable to NeuronicWorks Inc.. Invoices for Products are issued upon shipment. Invoices for Services are invoiced at the completion of any Service. NeuronicWorks Inc. has the right to charge a late payment fee of two and one half percent (2.5%) of the outstanding balance per month for each month, or partial month, any undisputed invoice remains unpaid beyond its due date. Customer will pay collection fees incurred by NeuronicWorks Inc. to effect settlement of any undisputed past due invoice. Products shipped to a NeuronicWorks Inc. facility for Services will be invoiced upon shipment. Any Products delivered to the NeuronicWorks Inc. facility for Services will be shipped to Customer no later than ten (10) days after completion of such Service and Customer shall accept delivery of all such Products.

4. **SHIPPING AND DELIVERY.** All shipments by NeuronicWorks Inc. are F.O.B. origin or as may be applicable under the International Delivery terms. Title and risk of loss to Products shall pass to Customer upon delivery to the common carrier. Customer is responsible for all freight, handling and insurance charges which shall be in addition to the price of the Products in the Quote. The carrier is not an agent of NeuronicWorks Inc. and in no event shall NeuronicWorks Inc. have any liability for loss or damage during shipment. NeuronicWorks Inc. shall endeavor to initiate shipment and schedule delivery as close as possible to Customer's requested delivery dates and Customer acknowledges that any delivery dates provided by NeuronicWorks Inc. are estimates only. NeuronicWorks Inc. shall not be liable for any delay in delivery or for failure to give notice of such delay. Customer shall accept and pay for partial shipments of Products. Additional fees may be levied if expedited delivery is requested.

5. **CANCELLATION OF ORDERS.** No Customer Order for Products may be cancelled or modified without NeuronicWorks Inc. consent. If NeuronicWorks Inc. consents to a Customer cancellation or modification request, Customer agrees to pay all actual resulting costs, expenses and fees incurred by NeuronicWorks Inc. to that point. Customer Orders for Services may be cancelled upon ten (10) days prior written notice. Customer will pay for all Services completed through the date of cancellation.

6. **CUSTOMER SUPPLIED MATERIALS.** NeuronicWorks Inc. will be responsible for all extraordinary loss or damage to

Consigned Inventory and Customer Equipment, which is in the possession of NeuronicWorks Inc.. All Consigned Inventory and Customer Equipment will be returned to Customer upon completion of the project. NeuronicWorks Inc. will provide access so that Customer may with reasonable notice to NeuronicWorks Inc., inspect any Consigned Inventory or Customer Equipment. NeuronicWorks Inc. will not permit any liens to be placed on any Consigned Inventory or Customer Equipment. On all partially consigned projects, where both NeuronicWorks Inc. and the Customer will be supplying inventory, the Customer agrees to deliver all consigned goods on or before the date specified on the Sales Order Confirmation document. Should the Customer fail to deliver the consigned goods by this date, NeuronicWorks Inc. reserves the right to invoice the Customer for all goods purchased by NeuronicWorks Inc. on the expected delivery date specified on the Sales Order Confirmation Document.

7. RETURN POLICY. All sales are final other than for Products that do not meet manufacturer specifications or that are not included in the Customer Order. Customer must notify NeuronicWorks Inc. of any damaged or defective Products or discrepancy in shipment quantity or type and request a Return Material Authorization ("RMA") within 30 days of receipt. No return of Products will be accepted without an RMA. A credit for properly returned items will be entered against the original invoice for the returned items. Customer must ship returned Products prepaid to the specified warehouse location. NeuronicWorks Inc. will reimburse Customer's shipping costs for Products returned due to a shipping error. NeuronicWorks Inc. shall have the right to reject return of items and/or impose additional charges which Customer agrees to pay for any equipment received without an RMA and/or in a condition other than described.

8. RESEARCH AND DEVELOPMENT. Customer and NeuronicWorks Inc. agree that all of the scientific research and experimental development of manufacturing procedures undertaken or developed by the NeuronicWorks Inc. in the course of fulfilling the NeuronicWorks Inc.'s obligations under this Agreement shall not be construed as having been undertaken or developed by NeuronicWorks Inc. as an agent of, for or on behalf of the Customer. For greater certainty, the Parties further agree that all of the manufacturing research, procedures, methodologies, techniques, and expertise developed, undertaken or acquired by NeuronicWorks Inc. under this Agreement shall belong to the business of the NeuronicWorks Inc. and shall be construed as being independent of, and entirely unrelated to, the business of the Customer.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF NEURONICWORKS INC. UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO MONEY PAID TO NEURONICWORKS INC. UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY AND IN THE CASE OF DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT SHALL, UNDER ANY LEGAL OR EQUITABLE THEORY, BE FURTHER LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH PRODUCT. IN NO EVENT SHALL NEURONICWORKS INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF NEURONICWORKS INC. HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

10. GOVERNING LAW. All transactions made under this Agreement will be governed by the applicable state laws for the Province of Ontario, excluding any conflict of laws rules that may apply in such Province. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the applicable court in Ontario.