

TRYTEN TECHNOLOGIES INC.

**PURCHASE ORDER ACKNOWLEDGMENT
AND TERMS AND CONDITIONS OF SALE**

Thank you for your purchase order! We are now processing your order and will soon commence preparing your purchased items for shipment. In the meantime, please carefully read these Terms of Sale which govern your purchase:

1. ACCEPTANCE OF TERMS AND CONDITIONS

The purchase of any product (each, a “**Product**” and, collectively, the “**Products**”) manufactured and marketed by Tryten Technologies Inc. (“**Tryten**”), including the line of products classified by Tryten as healthcare technology products (the “**Laboratory Grade Equipment**”), is subject to these terms and conditions of sale, as same may be amended, supplemented or restated from time to time (collectively, the “**Terms of Sale**”). By purchasing the Product from Tryten or any seller (an “**Authorized Seller**”) authorized by Tryten to sell Products, you (referred to in these Terms of Sale as “**you**” or the “**End-User**”) will be deemed to have reviewed and accepted these Terms of Sale and agreed with Tryten to be bound hereunder.

If you do not agree to these Terms of Sale, you must notify Tryten immediately that you wish to cancel your purchase order or, if your order has already been delivered to you, return the order to Tryten unopened, unused and unaltered, at your expense, within five (5) days of the date your order was delivered to you. If you do not cancel your purchase order or do not return your order to Tryten within five (5) days’ delivery, or if you communicate your acceptance of these Terms of Sale to Tryten, whether verbally, in writing, electronically or otherwise, you will be deemed to have accepted these Terms of Sale.

2. PURCHASE AND SALE OF PRODUCTS

2.1 ORDERS AND PRICING

Products may be purchased by placing a purchase order with Tryten or an Authorized Seller. Tryten will confirm its acceptance of purchase orders for Products in writing within thirty (30) days of receipt of such purchase orders, except in the case of customized purchase orders, in which case Tryten may take such additional time as it requires in order to confirm whether or not it is able to accept such purchase orders. In the event Tryten requests information relating to the End-User’s intended use for the Products, specifically, Laboratory Grade Equipment, the End-User will be required to provide such information in detail satisfactory to Tryten for the purchase order to be accepted. No purchase order will be deemed to have been accepted by Tryten unless such acceptance is first confirmed by Tryten in writing.

Tryten will only fulfil purchase orders it has accepted and for which it has received payment in full, inclusive of applicable taxes, shipping costs and such other fees, duties and charges described in the invoice rendered by Tryten for the purchase order. Prior to shipment, prices for any products or services offered by Tryten remain subject to change

without notice, at Tryten's sole discretion, provided that the final price in effect on the date of shipment as stated in Tryten's invoice will apply.

All payments required or permitted to be made to Tryten in connection with these Terms of Sale will be paid in the currency specified in the invoice rendered by Tryten. Tryten reserves the right to ship Products prior to receipt of payment in full on a case by case basis, at its sole discretion. Tryten's fulfillment of a purchase order prior to receipt of payment in full shall in no event release the End-User from its obligation to pay to Tryten all amounts set out on the invoice rendered by Tryten for the purchase order. Tryten reserves the right to ship Products prior to receipt of payment in full on a case by case basis, at its sole discretion. Tryten's fulfillment of a purchase order prior to receipt of payment in full shall in no event release the End-User from its obligation to pay to Tryten all amounts set out on the invoice rendered by Tryten for the purchase order

2.2 PAYMENT METHOD

Tryten accepts payment for purchase orders with the following credit cards: Visa, MasterCard and American Express. Tryten also accepts purchase orders from public schools, post-secondary institutions and government institutions and, upon request, may customize terms of sale for certain clients and re-sellers on approved credit. Tryten reserves the right to pre-authorize a customer's credit card for the amount of the order placed, which may have an effect on the customers available credit line.

2.3 ORDER ACCEPTANCE/CONFIRMATION

The receipt of an electronic or other form of order confirmation does not signify Tryten's acceptance of a customer's order, nor does it constitute confirmation of Tryten's offer to sell. Tryten reserves the right at any time after receipt of a purchase order to decline the order for any reason.

2.4 INTEREST ON UNPAID ORDERS

The End-User shall pay all invoices according to the payment terms specified in the invoice rendered by Tryten. An interest charge equal to 18% per year, compounded and calculated monthly not in advance on a 365 day year basis, both before and after default, maturity and judgment will be added to invoices outstanding beyond payment terms specified.

2.5 SHIPPING AND DELIVERY

Tryten will ship accepted purchase orders itemized and in a packing slip at the End-User's sole cost and expense. Tryten may fulfil purchase orders by shipping items in multiple phases of partial deliveries, and will be entitled to deliver orders in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Tryten of all information required in order to complete delivery.

All orders are subject to product availability. All orders are shipped by a carrier and/or freight consolidator selected by Tryten FOB Origin (as defined in INCOTERMS 2010). Title and risk of loss for shipped items shall pass to the End-User at the origin shipment pick-up location at such time as the items are picked up by the carrier or freight consolidator.

It is the sole responsibility of the End-User to carefully inspect the contents of any order promptly upon receipt of same. If any order delivered by Tryten does not correspond to the specifications or quantities set out in the purchase order accepted by Tryten, the End-User will notify Tryten within five (5) days of receipt of such order. If an order is delivered to the End-User in a damaged state, the End-User must report such damage to Tryten within five (5) days of receipt. Tryten will not be responsible for any damage to a shipped item that is reported to Tryten more than 5 days after it is delivered to the End-User.

2.6 RETURNS AND EXCHANGES

Return Policy

Tryten shall accept returns and process refunds in accordance with these Terms of Sale and its return policy set out at <<https://www.tryten.com/terms-and-conditions>>, as same may be amended from time to time at Tryten's sole discretion (the "**Return Policy**"). All sales are final and no Product may be returned or any refund issued with respect to a purchase order except as provided in the Return Policy, these Terms of Sale, Tryten's Terms and Conditions of Use applicable to the Product purchased (the "**Terms of Use**") and the product warranty supplied by Tryten with the Product (the "**Warranty**"), if any. A restocking fee, together with any shipping fees incurred by Tryten in processing a return or exchange, will be charged by Tryten on all returns or exchanges unless otherwise provided in the Warranty or these Terms of Sale.

Tryten will only accept factory sealed, unopened, and undamaged packaged products as returns. Custom products, including equipment that is finished with non-standard coatings or colors, inscribed products, custom printed products or embellishments, and the like, are non-refundable. Due to the high risk of contamination that arises when re-stocking equipment used in medical and laboratory settings, Tryten will not accept equipment for return that has been deployed and/or used in a medical or laboratory setting.

If the End-User wishes to return or exchange a Product, the End-User must notify Tryten's Claims Department and advise whether the End-User is seeking to return the Product or have it replaced and the reason for doing so. If the claim is accepted, the Claims Department will issue a return merchandise authorization (an "**RMA**") with further instructions. All returns are subject to the following restrictions:

1. Shipping and insurance charges are not refundable;
2. Special order and discontinued items are not returnable;
3. Defective items are only returnable for like replacement;
4. All items must be in original packaging and include all manuals and accessories. Any discrepancies could result in a delay or partial refund;
5. RMA's are valid for 5 days from the date of issuance; and
6. Shipping of RMA's for non-defective returns are the responsibility of the sender.

When returning a Product, all original packaging materials, manual and accessories must be included or an additional fee, at the discretion of Tryten, will be applied. The End-User must return all items in accordance with the terms of the RMA issued by Tryten. Unless

otherwise provided in these Terms of Sale or the Warranty, the End-User is responsible for all freight and shipping related charges. However, Tryten may credit all reasonable and customary freight charges relevant to that item if the Product is damaged or defective, or if the wrong Product was shipped. The postal receipt must be included in the return package. Processing of returns may take 14-21 days. Refunds will be credited to the original purchasing credit card only.

Returning Products with Free Gifts

Products for which the End-User receives a free gift may be returned in accordance with this Return Policy. The free gift must also be returned in order to receive a full refund. If the End-User is unable to return the free gift, the value of the free gift will be subtracted from the purchase price of the Product being returned. The value of the free gift is based on the price it was regularly sold for on the date of the End-User's original purchase.

Returning Products that Received Quantity Discounts

Products for which the End-User received a quantity discount, either by volume or dollar amount, may be returned in accordance with Tryten's Return Policy. If by returning a Product the original purchase is no longer eligible for the quantity discount, the discount received will be subtracted from the purchase price of the item being returned. The End-User will be refunded the difference.

Returning Bundled Purchases

Bundle purchases may be returned in accordance with this Return Policy. If an individual Product purchased as part of a bundle package is required to be returned for one of the reasons listed above, the Product may be returned separately. If a bundle discount has been applied to each Product the End-User will be refunded the discounted price.

2.7 ASSEMBLY

Products will be delivered to the End-User either fully assembled or requiring light assembly, such as the attachment of additional customization modules. In each case, the Products will either be packaged with assembly and operating instructions, or else will be delivered accompanied by one or more of Tryten's authorized representatives (each, a "Tryten Representative") who will assist and train the End-User, or its designated employees or agents, to assemble and operate the Products.

If installation and operating instructions are provided with the Products, the End-User hereby agrees to review and follow such instructions carefully in carrying out the assembly and operation of the Products. If a Tryten Representative will be accompanying the Products to assist with its assembly and operation, the End-User hereby agrees not to attempt to assemble or operate, or permit its employees or agents to attempt to assemble or operate, the Products until trained and instructed to do so by the Tryten Representative. In the event that no instructions are provided with the Products and no Tryten Representative accompanies delivery of such unit, the End-User shall promptly notify Tryten and Tryten shall make the necessary arrangements to either provide the required instructions or the services of a Tryten Representative. The End-User acknowledges that any assembly or operation of Products that is inconsistent with Tryten's instructions or directions will void the Warranty provided by Tryten for such unit.

3. PARTS AND ACCESSORIES

3.1 ELECTRONIC COMPONENTS

Certain Products, specifically Laboratory Grade Equipment, may include electronic components, electrical circuitry, light emitting devices, liquid crystal displays, microprocessors, and other electronic devices and equipment (collectively, “**Electronic Components**”). The certifications issued with respect to the Electronic Components may be noted on or near the portion of the Products to which they are installed. It is the exclusive responsibility of the End-User to review the certifications issued with respect to the Electronic Components and to ensure that they and the Products to which they are affixed are stored and operated in a manner and in an environment that is consistent with the terms and conditions of their certification. In the event a certification is not affixed to an Electronic Components, the End-User should request further information about the certification from Tryten prior to use.

In the event an Electronic Component or Product is not suitable for the environment or manner in which the End-User intends to store or operate it, whether due to a lack of the necessary certifications or otherwise, it is the responsibility of the End-User to contact Tryten prior to storing or operating the Electronic Component or Product in order to obtain a mutually agreeable remedy. The End-User acknowledges that any storage or operation of an Electronic Component or Product that is inconsistent or incompatible with the permitted uses or certifications of such unit will void the warranty provided with respect to such unit, if any.

3.2 THIRD PARTY COMPONENTS

Certain Products, including the Laboratory Grade Equipment, may include or be entirely comprised of peripherals, components, parts and accessories that are manufactured by parties other than Tryten (collectively, “**Third Party Components**”) and for which Tryten does not provide any form of guarantee, representation or warranty. Tryten will attempt to provide accurate information about the Third Party Components on its website, but makes no guarantee about their accuracy and specifications, features or aesthetics may be different from what is pictured or described on Tryten’s website. It is the sole responsibility of End-User to ascertain the current details of the Third Party Components from its manufacturer. Returns due to third party manufacturer changes are subject to the return policy and restocking policy then in effect.

In the event a purchase order received by Tryten includes a Third Party Component, Tryten will use reasonable efforts to disclose such Third Party Component to the End-User prior to fulfilling the purchase order. It is the exclusive responsibility of the End-User to review the specifications and documentation available for such Third Party Component in order to ensure that it is suitable in light of the environment and manner in which the End-User intends to store and operate it.

In the event the End-User has received delivery of a Third Party Component without prior disclosure of such component from Tryten, it is the responsibility of the End-User to contact Tryten prior to storing or operating the Third Party Component in order to obtain a mutually agreeable remedy. The End-User acknowledges that any storage or operation of a Third Party Component that is inconsistent or incompatible with the permitted uses or

certifications of such unit may void the warranty provided with respect to such unit, if any. The End-User further acknowledges that any operation of a Third Party Component will be deemed to imply that the End-User has accepted that such component meets all requirements and specifications of the End-User and that any deficiencies in the specifications, quality or performance of such Third Party Component are the sole responsibility of the End-User to remedy.

3.3 **END-USER'S EQUIPMENT**

Many of Tryten's Products, including certain Laboratory Grade Equipment, are designed to support, tether and secure the End-User's own equipment and valuables, such as monitors, laptops, tablet computers and other devices and their related accessories (collectively, the "**End-User's Equipment**"). While many of Tryten's Products are designed and intended for use as theft-deterrent devices, Tryten cannot and does not provide any guarantee or warranty that such products will in fact prevent theft of, tampering with, or damage to the End-User's Equipment with which Tryten's Products are used.

It is the exclusive responsibility of the End-User to ensure all available precautions are taken to safeguard the End-User's Equipment including, without limitation, assembling and operating Tryten's security devices in accordance with the instructions and operating manuals provided by Tryten. The End-User acknowledges and agrees that Tryten cannot be held liable for any injury, loss or damage to the End-User's Equipment.

4. **PURCHASE ORDER LIMITATIONS**

Tryten reserves the right, exercisable at its sole discretion without providing a reason, to reject any order placed by a customer and to limit quantities of any order. If an order is rejected, Tryten will attempt to notify the customer using the email address or telephone number provided when the order was placed.

Tryten may, at its sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include, without limitation, orders placed using the same Tryten website account, credit card, and also orders which use the same billing address or shipping address. Notification will be sent to the email and/or billing address provided by the End-User should such a change occur.

5. **GENERAL**

5.1 **FORCE MAJEURE**

Any delay or failure by Tryten to perform its obligations under these Terms of Sale will be excused if, and to the extent, that the delay or failures caused by an event or occurrence beyond the reasonable control of Tryten and without its fault or negligence, such as, by way of example and not by way of limitation, acts of terrorism, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labour, equipment or transportation, or court injunction or order.

5.2 **ASSIGNMENT**

The End-User is not entitled to transfer or assign its rights under these Terms of Sale to any other person. Tryten may assign any of its rights or obligations under these Terms of Sale to any person it designates without notice to and without the consent of the End-User.

5.3 **SEVERABILITY**

In the event any provision contained in these Terms of Sale is determined to be invalid, such invalidity will not affect the validity of the remaining portions of these Terms of Sale, and the parties will substitute for the invalid provision, the provision that most closely approximates the intent and economic effect of the invalid provision.

5.4 **CHOICE OF LAW**

These Terms of Sale and the performance of the covenants contained herein shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to any provision regarding conflict of laws. The courts located in the City of Vancouver, in the Province of British Columbia, shall have exclusive jurisdiction to hear any disputes arising under these Terms of Sale.

5.5 **ENTIRE AGREEMENT**

The terms and conditions contained in these Terms of Sale supersede all prior or contemporaneous agreements, representations, warranties and understandings relating to the subject matter contained herein. Notwithstanding the foregoing, the use of any Product is also subject to the terms and conditions contained in Tryten's Terms of Use, a copy of which can be found here: <<https://www.tryten.com/terms-and-conditions>>, and the terms and conditions of the Warranty provided by Tryten with the Product, if any. No amendment to or modification of these Terms of Sale will be binding unless in writing and signed by Tryten or a duly authorized representative of Tryten. Any translation of these Terms of Sale is done for local requirements and in the event of a dispute between the English and the non-English version of these Terms of Sale, the English version will govern to the extent not prohibited by applicable law.