

Terms and Conditions of Sale

1. "Croft Electronics Inc.", "Croft Electronics", "SOS International Computers", and "SOS Computers" are all trade names of Croft Electronics Inc. herein referred to as "CEI".
2. Customer's acceptance of these terms and conditions shall be indicated by any of the following whichever first occurs.
 - a. customer's written acknowledgment hereof;
 - b. customer's acceptance of any shipment of any part of the items, including services, specified for delivery on the front side hereof (the "Products");
 - c. buyer's failure to acknowledge or reject these terms and conditions in writing within twenty-four (24) hours of delivery or;
 - d. any other act or expression of acceptance by customer. Customer's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception, and any term, condition or proposal hereafter submitted by customer (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth herein is objected to and is hereby rejected by CEI. CEI's silence or failure to respond to any such subsequent term, condition or proposal shall not be deemed to be in CEI's acceptance or approval thereof.
3. Prices do not include GST unless expressly noted. All goods and services are subject to GST in effect at the date recorded on the CEI invoice.
4. Freight is FOB CEI. The customer shall be responsible for payment of all transportation and insurance charges for the delivery of the product from CEI's location. The customer shall bear all risk of loss or damage to the product after delivery by CEI to any carrier, who shall not be an agent of CEI. Customer shall promptly notify CEI no later than twenty-four (24) hours after delivery of any claimed shortages, pricing discrepancies or rejection as to any delivery.
5. CEI warrants the product sold shall be free from defects in material and workmanship that would have a material adverse effect on their performance for the duration of the warranty period.
 - a. **Unless indicated otherwise in writing, the following are CEI's standard warranty periods:**
 - i. Systems: 1 year parts and labor FOB CEI. Any extended warranty must be indicated in writing on the system invoice.
 - ii. Parts: 30 days parts and labor FOB CEI.
 - iii. Consumables No warranty (example: batteries, ink disks, etc.).
 - iv. Labour on-site 30 days within 10km of CEI.
 - v. Labour in-shop 30 days
 - b. Any exceptions to the standard warranty period must be indicated, in writing, on the purchase invoice. Warranty is calculated from the date on CEI's invoice. In the case of discrepancy or dispute, warranty will be at CEI's discretion All consignment equipment must be insured by the customer/owner, and resides at CEI at customer's risk. CEI endeavors to replace/repair equipment on a timely basis
 - c. **The liability of CEI with respect to warranty shall be limited to replacing or repairing failed components with new or refurbished parts (at the discretion of CEI) during the warranty period. Labour warranty only applies to work done by, and within reasonable control of CEI.**
6. Products which have been improperly handled or shipped, or which have been subject to static damage, abuse, misuse, accident, alteration, neglect, improper or inadequate maintenance, unauthorized repair or improper installation are not covered by warranty. **There is no return or warranty on opened software. All items returned on warranty must be accompanied by all original packaging, parts and accessories are subject to replacement. Refunds are not available.** Software problems, downtime, loss of data and other problems arising from hardware or software interaction are not covered by any warranty, express or implied.
7. CEI shall not be liable for:
 - a. any damage, loss, or penalty arising from any delay in, or failure of delivery, or performance hereunder which arises from any act or omission of the customer or any third party from any cause beyond the reasonable control of CEI.
 - b. any cost of procurement of substitute products or services by the customer or for any special, consequential or indirect damages, loss or expenses (including without limitation, loss of profit relating or arising out of this agreement, under any circumstances)
8. **All goods remain the property of Croft Electronics, Inc until paid for in full.** CEI reserves title to and security interest in goods until the purchase price and any other amounts payable by the customer to CEI have been paid in full. CEI reserves the right to discontinue supplying goods at any time.
9. The customer on the reverse of this document grants to and in favor of CEI a security interest in and a charge upon every interest of all the client's present and hereafter acquired personal property as collateral against any due to CEI by them.
10. NSF checks will result in a charge of \$30 per occurrence Any payment resulting in NSF is not satisfactory payment; therefore goods will still remain property of CEI until payment successfully clears CEI's bank account
11. Overdue accounts will be subject to interest charges at a rate of 2% per month (24% per annum).
12. **Payments past due are subject to payment default action. In the event of payment default, customer is liable for any interest, legal or collection fees incurred by CEI in the appropriation of payment due, plus any interest compounded.**
13. All CEI policies and procedures are implied. Customer is responsible to understand all policies and procedures of CEI prior to purchase
14. The rights and obligations expressed herein are not assignable by the customer without prior consent of CEI. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
15. The terms and conditions of this agreement shall be construed enforced and governed by all applicable laws of Alberta and Canada. If any provision of this agreement is found invalid or unenforceable under judicial decree or decision, the remainder of this agreement will remain valid and enforceable according to its terms.
16. Any legal action regarding any aspect of products or services provided by CEI will be governed by the laws of the Province of Alberta at the primary office of CEI.
17. These terms will not, in any way, alter, void or change the signed account application or any other agreements, unless otherwise specifically stated.