

Terms and Conditions for DDS Purchase Orders

1. This Purchase Order, including these terms and conditions, forms the entire contract between DDS Wireless International Inc. ("DDS") and the vendor named on the DDS Purchase Order ("Vendor") and no variation thereof, irrespective of the wording or terms of the Vendor's acceptance, will be effective unless specifically agreed to in writing by DDS. No local, general or trade customs shall be deemed to vary the terms thereof. Where the context requires, the word "goods" is to be read as including services.
2. Goods will be received by DDS subject to final inspection and acceptance by the Ship To consignee specified in this Purchase Order or if not so specified, by any person authorized by DDS. Goods found to be defective or not in compliance with the specifications may be returned to the Vendor at the Vendor's expense and any costs associated with such defective goods shall be credited to DDS.
3. In supplement of and not by way of substitution for the terms of the specifications or any warranty stipulated or implied by law and notwithstanding prior acceptance by DDS, the Vendor shall at any time within the warranty period granted to DDS, at its own expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship. The Vendor shall provide its warranty with related terms and conditions at time of delivery, and if no such terms are stated, then the warranty period shall be 18 months from final inspection and acceptance by DDS or its Ship To consignee.
4. The Vendor warrants that it has the right to use and sell any patented devices or parts used in the goods and agrees to indemnify DDS against any claims for royalties, license fees or other claims or demands by reason of the use or sale thereof, whether or not any such devices or parts are specified by DDS or used by the Vendor in the goods purchased without such specifications.
5. The goods shall be at the risk of the Vendor who shall bear all loss or damage, from whatsoever cause arising, which may occur to the goods, or any part thereof, until delivered to the Ship To consignee. DDS reserves the right to change the place of delivery at any time prior to actual shipment provided that the Vendor shall be entitled to be reimbursed for any actual increased cost, or shall reduce the prices to the extent of any decreased cost, arising out of such change.
6. Goods must be new and unused unless specified otherwise herein and delivered strictly in accordance with the quantities, specifications and terms and conditions of this Purchase Order. Time shall be of the essence of this order.
7. The prices are F.O.B. port of export to Ship To consignee and includes all charges for packing, loading, unloading and transportation, customs duties, import/export taxes, unless otherwise specified herein. Should the Vendor prepay transportation charges which are to be payable by DDS under the terms of this Purchase Order then these charges are to be shown as a separate item on the Vendor's invoice.
8. DDS reserves the right to cancel or purchase elsewhere, any portion of this order that is not delivered by the date required for this Purchase Order.
9. Payment will be made in currency specified in this Purchase Order and subject to the payment terms also specified in this Purchase Order.
10. The prices shown on this Purchase Order are final and unless otherwise specified in the Purchase Order do not include any applicable sales tax, value added tax, goods and services tax or any other similar sales tax in the US, Canada, or any foreign federal, state or local jurisdiction. Property taxes, custom duties, excise taxes, or similar taxes that may be levied upon Vendor as a result of the shipment of goods under this Purchase Order shall be the sole responsibility of the Vendor.
11. The Purchase Order and these terms and conditions shall enure to the benefit of, and shall be binding upon the successors and assigns of DDS and the Vendor respectively. The Vendor is not permitted to transfer or assign its' responsibilities under this Purchase Order without the prior written consent of DDS, and any transfer or assignment made by Vendor without such consent shall be of no effect.
12. All specifications, drawings, samples, patterns and documents furnished to the Vendor by DDS for use in respect of the Purchase Order shall be deemed to be owned by DDS and shall be returned to DDS at the expense of the Vendor when requested.
13. DDS makes no further commitments to Vendor for any subsequent, future, orders.
14. The Purchase Order and these terms and conditions shall be governed by the laws of the Province of British Columbia, Canada, and the federal laws of Canada applicable therein. Vendor agrees that any litigation or arbitration shall take place exclusively in Vancouver, British Columbia, Canada, and further consents to the personal jurisdiction and venue located therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.