



CRYPTO4A TECHNOLOGIES INC.

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WWW.CRYPTO4A.COM

Terms of Sale

Effective Date: January 1st, 2024

These Terms of Sale ("**Terms**") govern the sale of hardware products ("**Hardware**") and the licensing of embedded or accompanying software, firmware, and documentation ("**Software**") by Crypto4A Technologies Inc. ("**Crypto4A**") to you ("**Customer**").

By purchasing Hardware from Crypto4A, Customer agrees to be bound by these Terms.

1. Orders and Acceptance

All purchase orders are subject to acceptance by Crypto4A. Crypto4A reserves the right to accept or reject any order, in whole or in part, in its sole discretion.

2. Pricing and Payment

Prices are as quoted by Crypto4A at the time of acceptance of an order. Payment terms are net [30] days from date of invoice unless otherwise specified in writing.

Late payments are subject to interest at the lesser of 1.5% per month or the maximum rate permitted by law.

3. Delivery and Risk of Loss

Delivery terms are **FCA (Free Carrier) Ottawa, Ontario, Canada** (Incoterms 2020), unless otherwise agreed in writing.

Risk of loss and title to Hardware (excluding Software) pass to Customer upon delivery to the carrier.

Crypto4A will make commercially reasonable efforts to meet delivery schedules but shall not be liable for delays.

4. Software License

Software is licensed, not sold.

Use of the Software is governed by the End-User License Agreement (EULA) provided with the Hardware or available at www.crypto4a.com/eula

Customer must comply with the EULA at all times.

5. Export Compliance

Customer agrees to comply with all applicable export control laws and regulations, including those of Canada, the United States, and other relevant jurisdictions.

Customer shall not export, re-export, or transfer the Hardware or Software to any prohibited destination or person without obtaining all necessary authorizations.

6. Limited Warranty

Crypto4A warrants that the Hardware will be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of shipment.

The Software is provided "AS IS" and is subject to the warranty disclaimers stated in the EULA.

Exclusions:

This limited warranty does not cover damage caused by:

- Improper installation, use, or maintenance,
- Unauthorized modifications or repairs,
- Accidents, misuse, or negligence,
- Operation outside the specified environmental conditions.

Remedy:

Crypto4A's sole obligation and Customer's exclusive remedy under this warranty shall be, at Crypto4A's option, to repair or replace defective Hardware, or to refund the purchase price.

7. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED, CRYPTO4A MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE HARDWARE OR SOFTWARE WILL BE ERROR-FREE OR SECURE.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CRYPTO4A SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, ARISING OUT OF OR RELATED TO THE SALE, DELIVERY, USE, OR INABILITY TO USE THE HARDWARE OR SOFTWARE. CRYPTO4A'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE HARDWARE GIVING RISE TO THE CLAIM.

9. Intellectual Property

All intellectual property rights in and to the Hardware, Software, and related materials are and shall remain the exclusive property of Crypto4A or its licensors.
No transfer of intellectual property rights occurs under these Terms.

10. Force Majeure

Crypto4A shall not be liable for failure to perform due to causes beyond its reasonable control, including acts of God, acts of government, labor disputes, delays in transportation, supply chain disruptions, or shortages of materials.

11. Governing Law

These Terms shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

Any disputes arising under or relating to these Terms shall be subject to

the exclusive jurisdiction of the courts located in Ottawa, Ontario, Canada.

12. Miscellaneous

- These Terms, together with the EULA and any other referenced documents, constitute the entire agreement between Customer and Crypto4A regarding the purchase and use of Hardware and Software.
 - No amendment or modification shall be binding unless in writing signed by authorized representatives of both parties.
 - If any provision is found invalid or unenforceable, the remainder of the Terms shall remain in full force and effect.
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Acceptance

By placing an order with Crypto4A, Customer acknowledges and agrees to these Terms of Sale.

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