



SALES CONTRACT

FOR GOODS / PRODUCTS

FROM

TECHNIMOUNT SYSTEM

SALE OF GOODS CONTRACT

BETWEEN: TECHNOLOGIE CGC INC.,) identified as *seller*, (Technimount System) with its head office located to 4401 rue de Guinecourt, G1Y 3S9 into the Province of Quebec, Canada.

AND: *Customer identified on quote received from Technimount System*

The parties inform and agree as follows:

1. **Sale of Goods.** The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller the goods set forth on Exhibit A (the "Goods") in the quantities and at the prices stated in Exhibit A. Unless otherwise stated in Exhibit A, the Buyer shall pay all taxes, Customs tariff and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this agreement in addition to the prices set forth on Exhibit A.

2. **Invoices; Payment.** A payment of **US \$ Per the quote received** is to be sent EFT / Credit card, PayPal, or check prepaid is accepted before shipment and if any balance it will be due NET 30 days. The Buyer shall pay a delinquency charge of the lesser of (1) 1% per month and (2) the highest rate allowed under applicable law on all overdue amounts until the amounts are paid, if applicable.

3. **Delivery; Title; and Risk of Loss.** Unless otherwise stated in Exhibit A, the Seller shall deliver the Goods FOB Origin, and title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.

4. **Disclaimer of Warranty;** Technologies CGC Inc. warrants to the original purchaser ("Buyer") of the hardware with which this Limited Warranty is included ("Hardware") that the Hardware will be free from defects in workmanship and materials under normal use ("Defects") for a period of one (1) year from the date that the Hardware was first purchased by you ("Warranty Period"). During the Warranty Period the Hardware will be repaired or replaced ("Limited Warranty") without charge to you for either parts or labour. The parts may be repaired or replaced with either new or refurbished parts, the product may be replaced for a new or refurbished product. For this Limited Warranty "refurbished" entails parts and products which have been returned to factory specifications. If the Hardware is repaired or replaced within the Warranty Period, the greater of the remaining warranty period will apply or three (3) months from the date of repair/replacement. If the Hardware is repaired or replaced after the Warranty Period has expired, the Warranty Period for the repair or replacement will expire three (3) months after the date of repair or replacement.

The Limited Warranty does not apply to normal wear that should result from, does not apply when the Hardware is opened or repaired by someone not authorized by the "Seller" and does not cover repair or replacement of any Hardware or part thereof damaged by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the Hardware, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the Hardware.

5. **Limitation of Liability.** The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.

(b) **Consequential Damages; Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement, Seller and Customer waive all claims against each other (and against each other's parent company, affiliates, contractors, subcontractors, consultants, agents and vendors) for any consequential, incidental, indirect, special, exemplary or punitive damages (including but not limited to, loss of actual or anticipated profits, revenues or product; or loss of use), and regardless of whether any such claim arises out of breach of contract, tort, product liability, indemnity, contribution, strict liability or any other legal theory. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S CUMULATIVE LIABILITY TO CUSTOMER EXCEED THE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

6. **Purpose of the goods.** The items define as *any type of mounting, bracket system for clipping and attaching medical equipment* is specifically designed to maintain or supporting medical equipment. It is strictly made to fill this requirement; all other use will avoid the warranty if applicable and will not involve liability of the seller, on any form of the claim and may not be adapted or modified for other use.

7. **Limitation of Actions.** No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 10 days after the basis for such claim could reasonably have been discovered.

8. **Security Interest.** The Buyer hereby grants to the Seller a security interest in the Goods sold to the Buyer under this agreement and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The Buyer shall sign and deliver to the Seller any document to perfect this security interest that the Seller reasonably requests.

9. **Governing Law and Designation of Forum.** (a) The laws of the Province of Quebec (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

(b) A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the Province/State of Quebec sitting in judicial district of Quebec. Each party to this agreement consents to the exclusive jurisdiction of the courts of the of the Province/State of Quebec sitting in judicial district of Quebec and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

10. **Force Majeure.** The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

11. **Assignment; Delegation.** The Buyer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.

12. **Recovery of Expenses.** In any adversarial proceedings between the parties arising out of this agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.

13. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

14. **Amendments.** No amendment to this agreement will be effective unless it is in writing and signed by both parties.

15. **Effectiveness; Date.** This agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

16. **Counterparts; Electronic Signatures.** This agreement may be signed in one or more counterparts, which together will form a single agreement. This agreement may be signed electronically.

17. **Acceptance;** By paying the invoice directly or made by a third part related to, the customer is accepting, without restriction or modifications, the terms and conditions of the sales and implicitly is complying with it, it will be considered as an agreement.

SIGNATURE SECTION

Each party is signing this agreement on the date stated opposite that party's signature.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the date first set forth above.

SELLER: Sign: _____ Name: Carl Bouchard Title: President, Administrator Date: April 14 th , 2013	CUSTOMER (BUYER): Sign: _____ Name: _____ or his representative Title: _____ Date :
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EXHIBIT A
TERMS AND CONDITIONS OF SALE

Terms and Conditions. These Terms and Conditions of Sale (these “Terms”) apply to the sale and delivery by Seller to Customer of the Product as set forth in the Agreement to which these Terms are described here above. These Terms are incorporated into the Agreement and, in combination therewith, constitute the entire agreement between the parties with respect to the sale and delivery of the Product. The Agreement is expressly limited to these Terms, and any and all terms or provisions submitted by Customer which add to, conflict with, or otherwise modify these Terms or the Agreement are expressly rejected.

Conditions & Terms are according to the quote no: **Quote received over email** (unique no.)

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