



## OZ Optics Limited Standard Terms and Conditions of Sale

### Overview

These Standard Terms and Conditions of Sale (“**Terms**”) outline the rights and obligations applicable to the sales relationship between OZ Optics Limited (“**OZ Optics**”), and you (the “**Customer**” and together with OZ Optics the “**Parties**”).

### Contacting OZ Optics

OZ Optics may be contacted via:

- Toll-free: 1-800-361-5415
- Phone: 613-831-0981
- Email: [sales@ozoptics.com](mailto:sales@ozoptics.com)  
[orders@ozoptics.com](mailto:orders@ozoptics.com)  
[cservice@ozoptics.com](mailto:cservice@ozoptics.com)
- Mail: 219 Westbrook Road  
Ottawa, Ontario K0A 1L0  
Canada
- Website: [www.ozoptics.com](http://www.ozoptics.com)

### Quotations

OZ Optics is pleased to provide quotes with price and delivery to Customers by email upon request.

### Placing an Order

Purchase Orders (“**PO**” or “**POs**”) can be sent by email to the Order Department:

Email: [orders@ozoptics.com](mailto:orders@ozoptics.com)

To place credit card orders by phone, please call the Order Desk at 613-831-0981 ext. 3327. Alternatively, credit card orders can be placed by using the link to our website below:

<https://shop.ozoptics.com/login?returnUrl=/CustomOrderForm>

### Necessary Information

OZ Optics requires the following information before processing Customer's order:

- **Purchase Order** with PO number signed by Customer's authorized representative.
- **Email** confirming the order (mandatory for all credit card orders placed by phone).
- **Contact person** for the order and phone number.
- **Billing address**, along with the name, phone number, and email address of Customer's Accounts Payable contact person, as well as email address to send invoices.

- **Shipping address**, along with the name and phone number of Customer's contact person for deliveries.
- **Shipping particulars**, including method of shipment, the name of Customer's preferred carrier, method of transport, and shipping account number. If Customer's PO does not clearly state these details, OZ Optics reserves the right to ship the order via its own preferred carrier and shipping method. OZ Optics will prepay and add the shipping costs to Customer's final invoice.

### Order Acceptance

Orders are accepted only after the Customer receives a Sales Order Acknowledgement (“**SOA**”) email from OZ Optics.

### Normal Delivery

Every effort will be made to process Customer's order expeditiously and meet Customer's desired delivery schedule. OZ Optics shall have no liability for any delivery-related delays.

### Price and Terms

All sales shall be governed by the Incoterms (FCA, Ottawa, Ontario, Canada) and exclude shipping, taxes and duties. OZ Optics provides quotes in U.S. Dollar and Canadian Dollar currencies, and also in Euros if requested. The quoted prices are valid for 90 days or as stated on the quote. A minimum order of \$500 USD or €500 Euros or \$650 CAD is required for new customers, and \$250 USD or €250 Euros or \$325 CAD for existing customers. If Customer's order is less than the minimum stated amount, a surcharge of \$50 USD or €50 Euros or \$50 CAD will apply as per currency on the quote.

Payments must be made to “OZ Optics Limited”, and can be made by wire transfer (the preferred option), credit card (additional fees may apply), or company cheque (from a U.S. or Canadian bank only). Payments can also be made by Automated Clearing House (“**ACH**”) or Electronic Funds Transfer (“**EFT**”) for customers with a bank account in the U.S. or Canada, provided Customer's account is appropriately set up for such transactions. Please note that OZ Optics does not accept money orders or Interac e-Transfers (i.e., email money transfers).



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For those Customers who have existing approved credit terms with OZ Optics, the default payment requirement of Net 30 days from the invoice date (which is the same as the shipping date) shall apply, unless agreed otherwise in writing. A discount of 1% is applicable if OZ Optics receives the full cash payment without holds within 10 days of the invoice date. Any previously offered discounts will be removed if payment is provided after 10 days of the invoice date. An interest charge of 1.5% per month may be applied for late payments. Accounts more than 90 days past due may incur additional collection fees, up to but not exceeding 50% of the outstanding balance inclusive of applicable interest charges, plus any applicable legal or service fees. OZ Optics considers reasonably necessary, in its sole and absolute discretion, to collect any amounts outstanding.

### **Change Orders**

Change order requests must be submitted to the Customer Service Department by email:

Email: [cservice@ozoptics.com](mailto:cservice@ozoptics.com)

The original PO number, order date, and delivery date must be included in the change order request. A minimum administration charge of \$50 USD will be applied to Customer's order. Additional charges and/or rework fees may also apply depending on the changes requested.

### **Cancellations**

OZ Optics will not accept cancellation of custom orders that are already in production.

Undelivered custom orders are subject to a cancellation charge, which covers a reasonable estimate of materials and work already expended by OZ Optics. A cancellation charge up to 100% of the order value may apply for parts that are already built, in the sole and absolute discretion of OZ Optics.

Any request to cancel an order must be submitted in writing to the Customer Service Department at OZ Optics by email:

Email: [cservice@ozoptics.com](mailto:cservice@ozoptics.com)

The date on which the cancellation notice is received will determine the conditions to be applied, in the sole and absolute discretion of OZ Optics.

### **Postponed Delivery**

Delivery of orders may not be postponed if fewer than 30 days remain before the scheduled ship date. Delivery of blanket orders with scheduled releases may be postponed up to a maximum of 12 months (one year) from receipt of PO.

All orders, unless specified otherwise, must be shipped and invoiced no later than 12 months (one year) from receipt of PO.

Orders postponed and later cancelled are subject to a cancellation charge, to be determined based on materials and work already expended by OZ Optics in its sole and absolute discretion.

### **Limited Warranty**

OZ Optics products are under warranty against defects in materials and workmanship for one (1) year after delivery ("Warranty Period") to the contemplated recipient ("Recipient"), unless otherwise stated within the PO and agreed to in writing by OZ Optics. Unless expressly stated in writing by Customer, the Recipient is deemed to be the party submitting the PO, or any beneficiary of the submitted PO, as determined by OZ Optics in its sole and absolute discretion.

On the condition that OZ Optics receives written notice of defects during the applicable warranty period, OZ Optics shall, after completing an internal review of the matter through the OZ Optics RMA process, repair or replace the products that prove to be defective or do not meet specifications.

Customer's exclusive remedy, if any remedy is owed, shall be one of the following two possibilities as chosen by OZ Optics in its sole and absolute discretion: (a) repair or replacement of the product(s) that does not meet specified requirements and is returned to OZ Optics, or (b) refund, or credit towards a future order, of the price paid by Customer, excluding Shipping & Handling, Non-Recurring Engineering ("NRE") charges, and Setup charges.

Any repaired or replacement product will be warranted for 90 days from the product delivery date or the expiration of the original Warranty Period, whichever is later. This limited warranty is void if



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failure of the product has resulted from accident, abuse, or misapplication.

**Note:** Refund or credit option may not be available for custom-built products.

OZ Optics is pleased to offer suggestions and procedures regarding the use of its products. However, OZ Optics neither assumes responsibility for any omissions or errors, nor assumes liability for any damages that may result from the use of its products. This warranty is provided in lieu of any other warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose or application.

### **Warranty Coverage Exclusions**

The following are expressly NOT COVERED under warranty:

1. Any loss, damage and/or malfunction relating in any way to shipping, storage, accident, abuse, alteration, misuse, neglect, failure to use products under normal operating conditions, failure to use products according to any operating instructions provided by the OZ Optics, lack of routine care and maintenance as indicated in any operating maintenance instructions, or failure to use or take any proper precautions required or recommended in the circumstances.
  
2. Products, items, parts, accessories, subassemblies or components which are expendable in normal use or are of limited life, including but not limited to bulbs, fuses, lamps, glassware, diodes, etc. OZ Optics reserves the right to revise the foregoing list of what is covered under this warranty.

**Note:** Refund or credit option may not be available for custom-built products.

### **Request for Returns (Repairs/Replacements)**

Any request for product returns, must be directed to the Customer Service Department, or to a Sales Representative at OZ Optics with Customer Service cc'd. The communication to Customer Service may be submitted by email:

Email: [cservice@ozoptics.com](mailto:cservice@ozoptics.com)

OZ Optics will determine, in its sole and absolute discretion, whether the return request merits further consideration. In cases where the return request is accepted, a Return Material Authorization ("RMA") number, and shipping instructions, will be provided by OZ Optics.

Authorized returns must be shipped to OZ Optics in the original or equivalent packaging according to the RMA directions, **with the designated RMA number clearly marked on the outside of the return package and on the return shipping documents.**

To avoid processing delays, the following information must also be included with the return: Customer PO number (if applicable), contact name, address and phone number.

**OZ Optics will not be held responsible for any damage caused or sustained while the goods are being prepared for transit and during transit, and will not accept products returned without an RMA number.**

Any product(s) determined by OZ Optics, in its sole and absolute discretion, to meet the applicable specification with no defect of material and workmanship, will be subject to an evaluation charge of \$50 USD at minimum, and the product will be returned to Customer at Customer's sole expense.

### **Limited Liability**

OZ Optics shall not be liable for negligence, product liability, nor any related legal theories founded in statute, common law or equity. In no event shall OZ Optics be liable for incidental or consequential damages of Customer or any third-parties, even if advised in advance of the possibility of such damages or if such damages were foreseeable.

### **Intellectual Property**

No sale of product conveys to Customer any license or other rights with respect to any patent (actual or prospective or claimed or anticipated to be claimed), or any other intellectual property ("IP") interest, or other information which is identified as confidential by OZ Optics or that a reasonable person would consider confidential by the nature of the information or the circumstances of its disclosure. OZ Optics expressly reserves all such rights for itself.



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Customer agrees to notify OZ Optics promptly in writing of any third-party claim that OZ Optics has infringed, or may infringe, that third-party's IP rights. Such notice may be submitted to the Legal Department by Email:

Email: [OZLegal@ozoptics.com](mailto:OZLegal@ozoptics.com)

### **General**

Neither Party will be liable for any delay in performance resulting from any cause beyond that Party's control (including, without limitation, material and/or capacity shortages).

Customer is subject to these Terms notwithstanding any contrary provisions that may be included in Customer's PO, or any other document purporting to bind OZ Optics to any provision contrary to these Terms. If any sentence, part, or provision of these Terms is found by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any valid controlling law or contract, the validity of these remaining Terms shall not be affected thereby. Each Party shall comply with all applicable laws and regulations, including but not limited to Export Control laws of the U.S., Canada and any other relevant jurisdiction.

These Terms shall be construed in accordance with the substantive laws of the Province of Ontario, Canada without regard to its conflict of laws rules, except those questions affecting the construction or enforcement of any IP rights, which shall be determined by the laws under which such rights are granted, registered, or protected. The Parties agree that any and all disputes arising under these Terms shall be decided exclusively by the courts in Ontario for matters of provincial law, and exclusively by the Federal Courts in Canada for matters of Canadian federal law. Disputes concerning IP shall be submitted to a Canadian Federal Court, or an appropriate court in the jurisdiction where such IP rights have arisen. No waiver of any of the foregoing Terms shall be effective unless made in writing and signed by the Party sought to be bound to such waiver.

### **Provisions Applicable to Online Orders**

In addition to the foregoing, the following provisions apply specifically in the context of orders submitted to OZ Optics via its website ("Online Orders"):

- **Disclaimer:**

Products may not be exactly as illustrated online. OZ Optics reserves the right to change its online products' specifications and pricing without prior notice.

- **Delivery:**

For in-stock items, shipment is within 1-2 business days after receipt of order ("ARO"). For non-stock items, shipment typically is within 1-2 weeks ARO. For inquiries, please contact OZ Optics Customer Service:

Email: [cservice@ozoptics.com](mailto:cservice@ozoptics.com)

Phone: 613-831-0981 Ext. 3318

- **Notes:**

Inventory information is updated once daily. All orders shipped to California, Massachusetts, Pennsylvania, Florida, and Canada are subject to applicable taxes. To claim exemption, please provide a valid tax exemption certificate.

- **Payments:**

For all Online Orders, prepayment is required using the following major credit cards: Visa, Mastercard, or American Express.