

## Terms of Sale and Usage Agreement for Chronos Cameras by Kron Technologies

The following terms of sale and usage apply to your purchasing a Chronos Camera. The terms contain very important information about your rights and obligations, as well as limitations and exclusions that apply to you.

By purchasing a Chronos Camera, you acknowledge that you have read, accepted, and agreed to these terms of sale and usage.

### 1. DEFINITIONS

The following definitions apply to these Terms:

- (a) “**Chronos Camera**” means the high-speed camera developed by Kron Technologies, which includes the Hardware and Software.
- (b) “**Customer**” means the person, corporation, governmental organization, or other legal entity or partnership that purchases the Chronos Camera directly from Kron Technologies, whether through the Website, by purchase order, or otherwise.
- (c) “**GPLv3**” means GNU General Public License, version 3.
- (d) “**GPLv3 Software**” means: (1) source code developed and owned by Kron Technologies and made available publically and freely online, and (2) publically available source code developed and owned by third parties and licensed to Kron Technologies under GPLv3.
- (e) “**Hardware**” means the electronic, mechanical, physical, and optical video systems of the Chronos Camera, excluding the Software.
- (f) “**Kron Technologies**” means Kron Technologies Inc., a British Columbia company.
- (g) “**Licensed Software**” means the system software, operating system, APIs, embedded software, and any updates, current and future, that is either supplied on the Chronos Camera stored on a flash memory card or distributed by Kron Technologies in a software or embedded software update, excepting any GPLv3 Software.
- (h) “**Software**” means the GPLv3 Software and the Licensed Software.
- (i) “**Terms**” means this document, the “Terms of Sale and Usage Agreement for Chronos Cameras by Kron Technologies”.
- (j) “**Website**” means [www.krontech.ca](http://www.krontech.ca) or any successor website, operated by Kron Technologies, which conducts e-commerce and dispenses Kron Technologies information on hardware and software relating to the Chronos Camera.

### 2. AGREEMENT TO THE TERMS

- (a) **Acceptance.** Kron Technologies distributes the Chronos Camera to the Customer on the understanding that the Customer agrees and complies with these Terms. By purchasing the Chronos Camera, the Customer accepts these Terms and is legally bound by them. Furthermore, by purchasing the Chronos Camera, the Customer states they are of legal capacity to enter into a binding agreement. The Customer will be solely responsible for determining whether or not the Chronos Camera is suitable for their purposes.
- (b) **Failure to Comply.** If the Customer does not agree to or fails to comply with the Terms, or any amendments to the Terms:
  - (i) the Customer’s rights under this agreement, including without limitation the refund and the Warranty are void; and

- (ii) the Customer may not use the Chronos Camera or another other item produced by Kron Technologies.

### 3. PURCHASE PRICE

- (a) **Purchase Price and Delivery Costs.** The Customer will pay the full purchase cost of the Chronos Camera at the price stated on the Website or any purchase order submitted by the Customer and accepted by Kron Technologies (the “**Purchase Price**”), plus any applicable value added taxes or fees such as delivery cost, import duties, and any other government charges, due and payable at the time the order is submitted. Kron Technologies will not be responsible for any duties or import taxes, and the Customer acknowledges that, depending on their country of delivery, they might have to pay duties, import taxes, or brokerage fees upon delivery of a Chronos Camera.
- (b) **Payment Authorization.** By clicking the “Checkout” button on the Website, the Customer authorizes Kron Technologies, or its selected third-party payment gateway provider, to charge or debit the Purchase Price, plus any applicable taxes or fees, to the payment method provided by the Customer on the Website. When a Customer purchases a Chronos Camera, the Customer will be required to provide certain information to Kron Technologies, including the Customer’s name, shipping address, payment method, billing address, and email address. It is the sole responsibility of the Customer to keep this information with Kron Technologies up to date.
- (c) **Invoicing.** If the Customer purchases a Chronos Camera from Kron Technologies by purchase order or other method other than through the Website, Kron Technologies will include with delivery of the Chronos Camera an invoice payable by the Customer within 30 days. Any invoice unpaid after 30 days will bear interest of 2% per month, compounded monthly, for an effective annual of 26.82%.

### 4. DELIVERY

- (a) **Estimated Delivery.** Kron Technologies may provide the Customer with an estimated shipment and delivery date for the Chronos Camera. The Customer acknowledges that Kron Technologies does not provide any warranty or guarantee that the Chronos Camera will be provided by the estimated date. The Customer agrees that in the event a delay arises for any reason, and the estimated shipment or delivery dates are not met, Kron Technologies will not be obligated to provide any discounts, refunds, or credits due to such delay.
- (b) **Risk.** All risk relating to the loss, damage, theft, or destruction of the Chronos Camera will pass to the Customer upon the Chronos Camera being delivered to the Customer.

### 5. EXCHANGES AND REFUNDS

- (a) **Exchange for Chronos Cameras Damaged or Malfunctioning on Delivery.** If a Chronos Camera is delivered damaged or non-functioning through no apparent fault of the carrier, the Customer may exchange the Chronos Camera for a new unit by returning it at the Customer’s cost within 15 days from the date of delivery, with: (i) all original packaging and originally-included accessories, and (ii) a written request for exchange that sets out the Customer’s name, email address, order number, and reasons for that request. Risk in the Chronos Camera will remain with the Customer until delivered to Kron Technologies. After receiving the Chronos Camera from the Customer, Kron Technologies will have a reasonable amount of time to inspect the returned Chronos Camera to determine the cause of the damage or malfunction. In the event the Chronos Camera is determined to have been damaged or flawed before risk of damage passed to the Customer, Kron Technologies will deliver a new Chronos Camera to the Customer at Kron Technologies’ cost, excepting any duties, tariffs, import fees, or brokerage fees payable upon delivery to the Customer or import into the country of delivery.
- (b) **Refund Request within 90 days of Delivery.** For 90 days after the Chronos Camera is delivered to the Customer, the Customer may for any reason whatsoever request a refund of the Purchase Price by:
  - (i) returning the Chronos Camera, in brand new condition and with all original packaging and accessories, to Kron Technologies at the address specified for returns on the Website, and
  - (ii) providing a written request for refund that sets out the Customer’s name, email address, order number, and reasons for that

request. Risk in the Chronos Camera will remain with the Customer until delivered to Kron Technologies. This refund policy will not apply to special orders or Chronos Cameras that have been modified at the Customer's request before purchase or by the Customer after purchase.

- (c) **Applicable Refund.** If:
- (i) Within 15 days of delivery of the Chronos Camera to the Customer, Kron Technologies receives the refund request and Chronos Camera in condition specified above, Kron Technologies will have a reasonable period of time to determine to inspect the Chronos Camera for damage, modifications, or missing parts or accessories, and if there is none, Kron Technologies will provide a refund of the full Purchase Price (not including shipping costs paid to Kron Technologies) to the Customer;
  - (ii) Between 16 and 90 days of delivery of the Chronos Camera to the Customer, Kron Technologies receives the refund request and Chronos Camera in condition specified above, Kron Technologies will have a reasonable period of time to determine to inspect the Chronos Camera for damage, modifications, or missing parts or accessories, and if there is none, Kron Technologies will provide a refund of the full Purchase Price less the applicable Restocking Fee.
- (d) **Customs Clearance Delay Refund.** If the Customer has ordered a Chronos Camera which is delayed clearing customs in the Customer's country of delivery, and that delay persists for more than 4 weeks from the day of its arrival at the customs clearing brokerage, the Customer may request a refund and Kron Technologies will provide a refund of the full Purchase Price less a restocking fee of 15% of the Purchase Price if that request is made within 60 days of placing an order and of 30% of the Purchase Price if made outside of the 60th day.
- (e) **Restocking Fee.** The following fees will be deducted from any refund for the applicable period (the "Restocking Fee"):
- (i) No Restocking Fee for refund requests received within 15 days of delivery of the Chronos Camera to the Customer;
  - (ii) 15% of the Purchase Price for refund requests received between 16 and 30 days of delivery of the Chronos Camera to the Customer; and
  - (iii) 30% of the Purchase Price for refund requests received between 31 and 90 days of delivery of the Chronos Camera to the Customer.

## 6. SOFTWARE LICENSE

- (a) **GPLv3 License.** THE GPLv3 SOFTWARE IS FREE SOFTWARE PROVIDED TO THE CUSTOMER UNDER GNU GENERAL PUBLIC LICENSE, VERSION 3, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF GPLv3. YOU MAY OBTAIN A COMPLETE MACHINE READABLE COPY OF THE SOURCE CODE FOR THE FREE SOFTWARE UNDER THE TERMS OF THE GPLv3 WITHOUT CHARGE EXCEPT FOR THE COST OF MEDIA, SHIPPING, AND HANDLING, UPON WRITTEN REQUEST TO KRON TECHNOLOGIES AT [info@krontech.ca](mailto:info@krontech.ca). THE GPLv3 SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT WITHOUT ANY WARRANTY, WITHOUT EVEN THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. A COPY OF THE GPLv3 IS INCLUDED WITH THE SOFTWARE.
- (b) **Kron Technologies License.** Subject to the terms and conditions of these Terms, Kron Technologies hereby grants to the Customer a worldwide, non-exclusive, non-transferable (except as herein provided), non-sub-licensable, royalty-free, revocable license (the "License") to download and install the Licensed Software for the purpose of operating and maintaining the Chronos Camera, solely for the Customer's use only within its own business operations and for its personal pleasure. The License will automatically terminate without notice from Kron Technologies if the Customer fails to comply with any provisions of this License. Upon termination of the License the Customer must immediately destroy the Licensed Software and all copies of it. The Customer may terminate the License at any time by destroying the

Licensed Software and all copies of it. The Customer will not use the Licensed Software for any other purpose, without prior written approval of Kron Technologies. The Customer will not permit any person to use or have access to the Licensed Software other than bona fide employees, contractors, and consultants who do so on behalf of the Customer for the purpose of carrying on the Customer's business operations. The Customer will not, and will not permit any person, including, without limitation, its directors, officers, consultants, contractors, agents, and affiliates, to: (i) copy, assign, sub-license, lease, pledge, or otherwise transfer or attempt to transfer the Licensed Software or any portion thereof; or (ii) create derivative works based on or that modify, adapt, enhance, decipher, analyze, translate, reverse compile, reverse assemble, or otherwise reverse engineer the Licensed Software or any portion thereof, or the information contained therein; or (iii) modify, adapt, enhance, or otherwise change the Licensed Software or any portion thereof, or the information contained therein.

- (c) **Ownership of Licensed Software.** Licensed Software and any other accompanying documentation are owned by Kron Technologies and are protected under Canadian, U.S., and international copyright laws and treaty provisions. Ownership of the Licensed Software, and all copies, modifications, and merged portions thereof, will at all times remain with Kron Technologies. Kron Technologies reserves the right to modify, adapt, translate, improve upon, or remove features of the Software at any time. These Terms do not constitute a sale of the Licensed Software or related documentation, or any portion thereof. Without limiting the generality of the foregoing, the Customer does not receive any rights to any patents, copyrights, trade secrets, trademarks, or other intellectual property rights to the Licensed Software or other related documentation. Kron Technologies reserves all rights not expressly granted to Customer under these Terms.
- (d) **No Software Warranty.** THERE IS NO WARRANTY FOR THE SOFTWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE SOFTWARE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH THE CUSTOMER. SHOULD THE SOFTWARE PROVE DEFECTIVE, THE CUSTOMER ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION EXCEPT TO THE EXTENT SET OUT UNDER THE HARDWARE WARRANTY IN THESE TERMS.
- (e) **Disclaimer of Liability Relating to Software.** IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PERSON WHO MODIFIES AND/OR CONVEYS THE SOFTWARE AS PERMITTED UNDER THE GPLv3 LICENCE, BE LIABLE TO THE CUSTOMER FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY THE CUSTOMER OR THIRD PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF THAT COPYRIGHT HOLDER OR OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. **HARDWARE WARRANTY**

- (a) Kron Technologies provides the Customer with a one-year warranty for the Hardware of each Chronos Camera purchased (the "**Warranty**"). If the Customer purchases an extended term to the Warranty, then the extension will be added to the initial one-year term and will be subject to the same terms and conditions as the Warranty. If the Chronos Camera is outside the Warranty period, Kron Technologies may, but is not obligated to, repair or replace the Hardware at a cost determined by Kron Technologies.
- (b) During the Warranty period, if the Hardware in the Chronos Camera is defective, Kron Technologies will, at its sole option, repair the Hardware, replace the Hardware with a similar product, or refund the Purchase Price to the Customer. Once the Chronos Camera has been returned to Kron Technologies for repair, replacement, or refund, any part of the Chronos Camera that is not sent back to the Customer will become the property of Kron Technologies.

- (c) The Warranty only covers Hardware manufactured, designed, or standard specified by Kron Technologies. The Warranty does not cover lenses, cables, power supplies, cases, or any other accessories for the Chronos Camera. If additional warranties are provided by non-Kron Technologies branded products, Kron Technologies is not responsible for such additional warranties.
- (d) The Customer is responsible for all shipping, insurance, taxes, duties, and other fees associated with returning or replacing the Chronos Camera.
- (e) The Warranty is void if the serial number for the Chronos Camera is removed, replaced, or altered.
- (f) The following issues with the Chronos Camera are not covered by the Warranty:
  - (i) cosmetic blemishes to the Chronos Camera such as scratches or dents that do not affect the operation of the camera;
  - (ii) exposure of the Chronos Camera to extreme temperatures, laser radiation, electricity, ionizing radiation, dirt, bright lights, welding flash, moisture, condensation, solvents, abrasives, extreme pressures, or vibrations;
  - (iii) damages due to shipping the Chronos Camera;
  - (iv) abuse, misuse, or failure to use care in handling the Chronos Camera;
  - (v) damages that arise from the failure to follow instructions; or
  - (vi) damages caused by any repair to the Chronos Camera provided by anyone other than Kron Technologies.

**8. LIMITED WARRANTY**

- (a) THE ABOVE HARDWARE WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE CHRONOS CAMERA PROVIDED BY KRON TECHNOLOGIES. TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW, KRON TECHNOLOGIES MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY ABOUT THE CHRONOS CAMERAS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND CHRONOS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTY OF NON-INFRINGEMENT. THE ABOVE LIMITATIONS DO NOT APPLY IN RESPECT OF ANY WARRANTIES IN ANY JURISDICTION THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAWS.

**9. LIMITS ON LIABILITY**

- (a) THE CUSTOMER AGREES THAT, TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL KRON TECHNOLOGIES OR ITS AFFILIATES BE HELD LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOST REVENUES, DELAYS, LOSS OR FAILURE OF SERVICES, LOSS OF DATA, FAILURE TO ACCURATELY TRANSMIT READ OR UPDATE INFORMATION, ISSUES WITH SYSTEM COMPATIBILITY, BREACH IN SYSTEM SECURITY, OR ANY SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM THE USE, INTERCEPTION, ERROR, OR FAILURE OF THE CHRONOS CAMERA OR OTHERWISE, REGARDLESS OF WHETHER OR NOT KRON TECHNOLOGIES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF A JURISDICTION DOES NOT ALLOW AN EXCLUSION OR LIMITATION OF LIABILITY, KRON TECHNOLOGIES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IN NO EVENT WILL KRON TECHNOLOGIES' TOTAL LIABILITY TO THE CUSTOMER FOR DAMAGES EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE CHRONOS CAMERAS. THE FORGOING LIMITATIONS WILL APPLY EVEN IF THESE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

## 10. PROHIBITED USES

- (a) The Customer may not use the Chronos Camera in any way that involves:
  - (i) the violation of any law or rule;
  - (ii) directly or indirectly, assisting or committing acts of terrorism or the propagation of nuclear devices;
  - (iii) directly or indirectly, assisting or committing immoral acts that can be deemed so by international, national or local law;
  - (iv) the development or deployment of malware, including but not limited to, worms, viruses, botnets, or conduct DoS attacks; or
  - (v) reverse engineering the Hardware with the purpose of competing with the business of Kron Technologies.

## 11. GENERAL PROVISIONS

- (a) **Indemnity.** The Customer will indemnify and hold harmless Kron Technologies for all losses, liabilities, and expenses whatsoever (including actual legal fees and disbursements) incurred by the Kron Technologies in enforcing these Terms, in the event of breach by the Customer.
- (b) **Entire Agreement.** These Terms constitute the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.
- (c) **Severability.** If any part of this agreement is held unenforceable, the validity of all remaining parts will not be affected.
- (d) **Modifications.** Excepting any limit to the warranty or refund policies applicable to the Customer's prior purchase of a Chronos Camera, Kron Technologies reserves the right to amend and modify these Terms at any time without the Customer's approval. If the Customer does not agree with the modified or changes in the Terms accompanying an Update, the Customer may not use, install, or download the Update. The Customer may not amend, waive, modify, or terminate any of these Terms, unless Kron Technologies has provided advanced written consent.
- (e) **Force Majeure.** Neither Kron Technologies nor the Customer will be liable for delays in manufacture, shipment, delivery, or other non-performance caused by any event or circumstance, whether or not foreseeable, that was not caused by either party, or any consequences of that event or circumstance (a "**Force Majeure Event**"). If a Force Majeure Event occurs, the noncomplying party will promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. For a Force Majeure Event, both parties will use reasonable efforts to comply with these Terms. The Warranty is void if a Force Majeure Event affects the operation of a Chronos Camera.
- (f) **Assignment.** The Customer may not transfer or assign their rights and obligations outlined in these Terms without the prior written consent of Kron Technologies. Any merger, reorganization, change in ownership, purchase, or rebranding that will transfer the rights and obligations of the Customer must have the express written consent of Kron Technologies. Any attempt by the Customer to transfer its rights and obligations will result in the violation of these Terms. Kron Technologies reserves the right to transfer its

rights and obligations under these Terms, in part or in whole, to another legal entity as part of any sale or merger of all or part of Kron Technologies with a separate legal entity.

- (g) **Applicable Law.** The provincial laws of British Columbia and the federal laws of Canada govern these Terms. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts in British Columbia, sitting in Vancouver, and any courts competent to hear appeals from them.

## **12. CONTACT US**

Please refer to the contact section of the Website for assistance with any questions or comments you may have about your purchase or these Terms. We can also be contacted at [info@krontech.ca](mailto:info@krontech.ca).