



IT & AV Solutions for a Connected World

GST General Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICES ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING GOLDEN STAR TECHNOLOGY INC. ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

Important Information About These Terms and Conditions

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either the "Terms and Conditions" or the "Agreement". Seller and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties." Customer accepts these Terms and Conditions by making a purchase from, placing an order with, or otherwise requesting Products from Seller, or engaging Seller to perform or procure any Services. These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on the Seller's website at the time Customer issues Customer's Purchase Order or signs the applicable Seller's sales document(s). These Terms and Conditions are the entire understanding between Customer and Seller, and they supersede and replace any and all prior communications, agreements and understandings, whether oral, written, electronic or implied, if any, between Customer and Seller with respect to the order(s) you are placing with Seller.

Purchase Price & Availability

Seller reserves the right to make adjustments to pricing of the products and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to product availability and the availability of personnel to perform the services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.



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Product Returns

Seller allows Customer product returns based on the return policies of the original product manufacturer or supplier. Custom orders are non-returnable and non-refundable. Software is not returnable if packaging has been opened. If software was distributed electronically, the software is non-returnable if the license was downloaded.

Seller only accepts the return of products that are within THIRTY (30) DAYS from the date of Seller's shipped date AND meets the return policies of the original product manufacturer or supplier. In addition, Seller only accepts the return of products that fall within one of these categories:

- Factory Sealed: (in fully resalable condition – i.e. no stickers, no markings on the box, etc.)
- Defective or Dead-on-Arrival (DOA)
- Open and Non-Defective: Products must be in resalable condition, complete and unused, outer seal must not have been opened or re-taped, and original packaging kept.

For damaged products, Customer must notify Seller of any damaged products within seven (7) days of receipt.

Please go to <https://gstinc.com/rma/> to submit a product returns request.

Warranties

Seller represents and warrants that, immediately prior to the sale of products to Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement).

Customer understands that Seller is not the manufacturer of the products purchased by Customer hereunder and the only warranties offered are those of the manufacturer. In purchasing the products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by Seller.

SELLER HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.



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SELLER EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO ANY PRODUCT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION IS PROVIDED TO CUSTOMER "AS IS."

Customer expressly waives any claim that it may have against Seller based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any product and also waives any right to indemnification from Seller against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller is authorized to make any representation or warranty on behalf of Seller that is not in this Agreement.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the products which are in force within the Customer's territory.

Delivery, Title, Risk of Loss

All deliveries of products to destinations in the United States, excluding its territories and possessions, will be made F.O.B origin Seller's designated location(s). If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

After transportation of a shipment of products from Seller has commenced, Customer will not divert the shipment to a different consignee or destination point without Seller's written approval. Seller is not responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing. Seller is not liable for any delays in delivery or for partial or early deliveries. Seller is not liable for any Customer requirements not stated in these Terms and Conditions.

Customer or the consignee receiving delivery must accept deliveries of all shipments, including partially damaged or "short" shipments, and must inspect the products and secure written acknowledgement from the transportation provider for any shortages, loss, damage or nonconformance. Customer must notify Seller in writing within three days of receipt of any delivery



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of any shortages or non-conforming products. If Customer fails to notify Seller with such three-day period of any shortages or non-conforming products, the products will be considered accepted.

Data Loss

Customer shall be solely responsible for daily backup and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, terrorism, embargo, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

Compliance

Each Party agrees to abide by all laws and regulations applicable to its performance of its obligations under this Agreement. Neither party has made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the immediate family of any such official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Customer or Seller in obtaining or retaining business, or securing an improper advantage.



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Confidentiality

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Services

Customer may order services from or through Seller. Certain services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer hereby release Seller from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent.

Where services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the services performed. Seller may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work



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by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work.

Changes to the scope of the services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work.

Customer Access & Availability

Customer agrees to cooperate with Seller in connection with performance of the services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all required consents necessary for Seller to provide the services. Customer acknowledges and agrees that the services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller may perform the services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the services. When the services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to indemnify and hold Seller harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the services, other than solely as a result of Seller's gross negligence or willful misconduct.

If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Customer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.



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License Overage and Automatic Invoicing

If Customer purchases software licenses, subscriptions, or similar usage-based services through Seller, Customer acknowledges and agrees that usage may be subject to limits set forth in the applicable license agreement.

In the event Customer's usage exceeds the number of licenses, seats, or capacity purchased, Seller shall have the right to automatically invoice Customer for the additional usage at the then-current rate or as otherwise agreed between the Parties. Such invoices will be due and payable in accordance with the payment terms set forth in these Terms and Conditions.

Customer further agrees that applicable sales taxes, will apply to such Overages and will be automatically included in the invoice. The Customer authorizes Seller to issue and deliver such invoices without additional approval or purchase order, to ensure compliance with license requirements and continuous service availability.

Payment

Customer agrees to pay the total purchase price for the products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with services being performed pursuant to a Statement of Work, Customer will pay for the services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the services as invoiced by Seller.

All invoices issued by Seller under these Terms and Conditions are payable within thirty (30) days from the invoice date. Payment must be made in full by the Customer to Seller without any deduction, set-off, or delay for any reason. New and/or first time Customer do not receive payment terms. New and/or first time Customer must pre-pay for the goods and/or services provided.

Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. If a specific payment method is required, the Customer is responsible for any associated fees or charges.

Late Payment: If payment is not received by Seller within thirty (30) days from the invoice date, the Seller reserves the right to:



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- Charge a late payment fee of 2% of the outstanding amount per month, or the maximum rate permitted by law, whichever is lower.
- Suspend the delivery of services or goods until full payment is received.
- Initiate collection procedures. The Customer will be responsible for all costs incurred by the Seller in collecting late payments, including, but not limited to, legal fees and costs.

Customer will pay for, and will indemnify and hold Seller from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the products or the services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation.

In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend services until payment is received. Customer hereby grants to Seller a security interest in the products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the services, including, but not limited to, travel and living expenses.

Sales Tax

Customer acknowledges that applicable sales tax rates may change after the initial quotation is provided and before the final invoice is issued. In the event of a change in the applicable sales tax rate, GST reserves the right to adjust the sales tax amount accordingly. The Customer agrees to pay the updated sales tax amount as required by applicable law at the time of the invoice issuance.

Termination

Customer may terminate work under this Statement of Work, in whole or in part, at any time by 30 day written notice to Seller. Such notice shall state the extent and effective date of such termination. Upon receipt thereof, Seller shall, to the extent directed by the Customer or its designees, stop work under this Agreement. If the Agreement is terminated for convenience, Seller shall be paid in accordance with the terms of the order for only those materials or supplies delivered and accepted.

Seller shall have the right at any time by written notice to the Customer to terminate all or any part of this project without cause. Seller will provide 30 days' prior written notice. In the event of such



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termination for convenience, Seller shall be entitled to payment for all work performed up to the date of the termination.

NON-COMPETE CLAUSE

Seller assigns service professionals with qualifications commensurate with tasks listed in this Statement of Work. If the Customer, directly or indirectly, contracts with or hires any Seller's employee engaged in providing services to the Customer under this Agreement or any other Agreement, written or oral, GST will have the option of negotiating a change in the cost and/or time to deliver or charge the Customer the equivalent of 30% of the employees' annual salary as a finder's fee. This clause is applicable for a period of up to ninety days from the last date of services rendered by Seller employee to the Customer.

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the products, the services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER, CUSTOMER OR THE THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the products or services will be exclusively litigated in court rather than through arbitration.



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Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE.

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