



Pre-Orders Terms:

The following describes the terms and conditions on which Pendram ("PENDRAM") offers you (meaning you as an individual, if acting on your own behalf, or the company that you represent, if acting on behalf of such company) the ability to order products being sold by PENDRAM on a pre-order basis. These terms and conditions are a legal agreement between you and PENDRAM.

1. Overview

PENDRAM is offering you the ability to purchase a Smart-Lid storage device and related products (each product, a "Product" and each order of a Product, a "Pre-Order") on a pre-order basis **because the Products have not yet been produced.**

When you place a Pre-Order, you agree that at the point of submitting the Pre-Order to be bound by these terms and conditions (the "Pre-Order Terms") and the Terms of Service and Privacy Policy on PENDRAM's website (the "General Terms and Policies").

PENDRAM's website will include the details of the Product that you have Pre-Ordered and the price of the Product (including any taxes and delivery costs). Prior to confirming your Pre-Order you will be given the opportunity to review your Pre-Order, which you will be able to amend before confirming.

PENDRAM's website, all content available on its website, and all related communications are provided on an "AS IS" basis. PENDRAM makes no representations or warranties as to the completeness, accuracy, adequacy or reliability of any information contained on PENDRAM's website.

2. Pre-Orders, Prices and Payment

By placing a Pre-Order, you represent to PENDRAM that you are at least twenty-one (21) years of age and are legally competent to enter into and agree to these Pre-Order Terms.

In order to secure your Pre-Order in PENDRAM's ordering queue, you must:

- provide up-to-date, complete and accurate registration information as requested by us, which may include your first and last name, institution name, mailing address, phone number and email address;
- provide up-to-date, complete and accurate credit card information for a credit card that is valid and legally registered to you, or other payment information reasonably acceptable to PENDRAM and/or PENDRAM's payment processor; and
- be at all times in compliance with the terms and conditions of this Agreement and applicable law.

You specifically agree that PENDRAM may rely on the accuracy of the information provided by you to PENDRAM, and that PENDRAM will have no liability whatsoever, whether to you or to any third party, for any claims or damages resulting from inaccurate information provided to PENDRAM. All Products are intended for end-user customers only. You may not purchase Products for resale, and PENDRAM reserves the right to refuse or cancel your order, or to deny you any return rights, if PENDRAM suspects you are doing so.

At the time that you Pre-Order a Product, you must provide up-to-date, complete and accurate credit card information for a credit card that is valid and legally registered to you, or other payment information reasonably acceptable to PENDRAM and/or PENDRAM's payment processor. By Pre-Ordering the Product, if paying by credit card, you authorize PENDRAM to charge the credit card for the price of the Product upon making your Pre-Order. PENDRAM may utilize a payment processor to manage Pre-Orders and payments. Your credit card statement may therefore reflect a third party name in relation to your Pre-Order.

Where your credit card is rejected for any reason, you will be responsible for any fees and charges associated with such rejection, as well as interest on the amount owing. Interest will be the lesser of 1.5% per month or the maximum rate permitted by law, commencing on the date that your credit card was rejected. PENDRAM may, in its sole discretion, delay shipment of, or cancel, your Pre-Order of a Product where your credit card or other payment information is rejected.

The Pre-Order price is USD\$199.00. Notwithstanding the foregoing, PENDRAM reserves the right to change the Pre-Order prices without notice. All Pre-Order prices on PENDRAM's website are expressed in United States Dollars.

Where you are making payment in a currency other than US Dollars, the currency exchange rate that applies is the one in effect at the time your payment is processed, not the one that was in effect at the time the price was displayed or on the date that you placed your Pre-Order.

The Pre-Order prices are exclusive of, and you will pay, (a) applicable federal, state, provincial and local taxes (including all applicable sales, use, consumption, goods and service, value added, and withholding taxes), (b) all fees and charges related to customs, duties and brokerage and (c) delivery costs. See Section 5 for further information on potential customs and duties charges. PENDRAM may charge sales tax for sales of Products. Any sales tax charged will be indicated during the checkout process.

Acceptable methods of payment are set forth on PENDRAM's website.

3. Delivery and Shipping; Estimated Date of Arrival

Products are not yet manufactured. Production of Products for Pre-Order is scheduled to be completed and ready for shipment sometime in Late 2020. However, you agree and understand that there may be unexpected delays and issues beyond PENDRAM's control that may result in shipment of Products being delayed or cancelled. You hereby accept that currently PENDRAM is not able to commit to a fixed shipping or delivery date and you will be notified of updates to the same in due course.

In the event that a delay arises for any reason, foreseen or unforeseen, and the estimated shipment and/or release dates for the Product are not met, we will not be responsible for any damages that may occur due to the delay or cancellation of the Product, and we will not be obligated, except as set forth in these Pre-Order Terms, to provide any discounts, refunds or credits due to any such delays or cancellations.

Risk of loss for Products shall pass to you upon delivery to the carrier, and you are responsible for pursuing the carrier for any loss occurring in transit.

You are responsible for examining all Products promptly upon receipt. If you discover any shortages or incorrect Products in the shipment, you must notify PENDRAM immediately. Please check the Product carefully upon receipt, as no claim for shortages or deficiencies will be accepted by PENDRAM after five (5) days from delivery of the Products.

4. Cancellation and Refunds

PENDRAM reserves the right to reject or cancel your Pre-Order for any reason. If PENDRAM does so, PENDRAM will refund your payment by the same payment method with which you used to make it or such other method chosen by PENDRAM in its sole and reasonable discretion (subject to the terms set forth in Section 1 above).

You will not be able to cancel any Pre-Order that has previously been accepted by PENDRAM without the prior written agreement of PENDRAM.

Notwithstanding the above, if PENDRAM determines that it cannot deliver any Product you Pre-Ordered, you will receive an email from PENDRAM at your registered email address informing you that your Pre-Order has been cancelled and we will refund the total Pre-Order payment less any transaction fees will be refunded by the same payment method with which you used to make it or such other method chosen by PENDRAM in its sole and reasonable discretion.

5. Customs and Duties

The customs office of the destination country may impose customs fees, import duties, taxes, and other charges to your Pre-Order where applicable. These additional charges required for customs clearance are the responsibility of the recipient. When the Product arrives at customs either PENDRAM's shipper or the customs office will contact you directly to arrange for the payment of any charges that may be due. Please contact your local customs office for further details.

6. Title, Intellectual Property and Use Restrictions

Title to any Products bought by you shall pass to you upon delivery of the Product to the courier.

Notwithstanding the foregoing, title to software shall not pass to you, and you are hereby put on notice that your use of any PENDRAM software supplied to you under these Pre-Order Terms is governed by and subject to the software license terms as may be provided to you with the software, including in the Product Agreement (as defined below) as described below. Use of any third-party software shall be governed by and subject to your agreeing to the terms of all applicable third-party agreements and licenses respecting such third-party software.

Your use and possession of the Product shall be subject to the terms and conditions of PENDRAM's product agreement, which will be included as a clickwrap agreement with the Product and is also available from PENDRAM upon request (the "Product Agreement"). To the extent applicable, the terms and conditions of the Product Agreement shall be deemed incorporated herein by this reference.

7. Returns

Products may be returned to PENDRAM within thirty (30) days of delivery for credit, if the Products are unused, in a new and intact condition, and in their original containers, subject to PENDRAM's return procedures. Shipping of all returns is your responsibility and at your sole expense. Please consult PENDRAM for details about its return procedures. You acknowledge that this 30-day return policy is considered in satisfaction of applicable statutory "withdrawal rights" or "cooling off periods", and you waive all such statutory rights.

8. No Warranty or Representation

You expressly acknowledge and understand that the Products are not yet manufactured and we make no representations or warranties that we will ship a Product. In the event of any failure to deliver a Product in accordance with these Pre-Order Terms, refunds will be offered as set forth herein and this shall be your only remedy for non-delivery.

9. Compliance with Laws

Each party shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies (including import and export laws and regulations), including federal, state, provincial, municipal and local governing bodies, of any country having jurisdiction over its obligations hereunder. You agree to indemnify PENDRAM from any loss, claims, liability or damages arising out of your failure to comply with such laws, ordinances, codes and regulations.

10. Warranty

THE PRODUCTS SOLD BY PENDRAM, OR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OR AFFILIATES (COLLECTIVELY THE "SELLER") ARE COVERED UNDER NORMAL USE AND SERVICE BY A WARRANTY TO THE ORIGINAL PURCHASER (THE "BUYER") ONLY COVERING DEFECTS IN MATERIALS

AND/OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF ORIGINAL PURCHASE. IN THE EVENT A PRODUCT IS PROVEN TO DURING THIS PERIOD TO BE DEFECTIVE IN MATERIALS OR WORKMANSHIP (IN THE SELLER'S SOLE DISCRETION), THE DEFECTIVE PRODUCT SHALL BE REPAIRED OR REPLACED WITH A NEW OR REFURBISHED PRODUCT OF THE SAME SPECIFICATIONS AS THE ORIGINAL, AT THE SELLER'S OPTION. SUCH REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT SHALL CONSTITUTE A FULFILLMENT OF ALL LIABILITIES, AND SHALL BE THE BUYER'S EXCLUSIVE REMEDY, WITH RESPECT TO SUCH PRODUCT. UNDER NO CIRCUMSTANCES WILL CREDIT BE ALLOWED FOR UNAUTHORIZED WORK ON ANY PRODUCT.

TO EXERCISE ITS EXCLUSIVE REMEDY PROVIDED UNDER THIS SECTION, THE BUYER MUST PROMPTLY NOTIFY THE SELLER IN WRITING OF ANY CLAIMED PRODUCT DEFECT WITHIN SEVEN (7) DAYS OF THE APPEARANCE THEREOF. IF THE SELLER REPAIRS OR REPLACES ANY PRODUCT FOR WHICH A CLAIM HAS BEEN MADE, THE SELLER WILL SHIP SUCH REPLACEMENT OR REPAIRED PRODUCT TO THE BUYER WITHIN FOURTEEN (14) DAYS AFTER RECEIVING THE ALLEGEDLY DEFECTIVE PRODUCT. ANY PRODUCT REPLACED HEREUNDER SHALL BECOME THE SOLE AND EXCLUSIVE PROPERTY OF THE SELLER. UNLESS OTHERWISE SPECIFIED, THE SELLER SHALL BEAR THE COST AND RISK OF TRANSPORT OF REPLACEMENT OR REPAIRED PRODUCTS PROVIDED BY THE SELLER. THE SELLER, IN ITS SOLE DISCRETION, MAY HIRE, CONTRACT, OR SUB-CONTRACT WITH THIRD PARTIES TO PROVIDE SOME OR ALL WARRANTY REPAIR WORK AND RELATED SERVICES.

THIS WARRANTY IS VOID AND DOES NOT APPLY TO ANY PRODUCT THAT HAS BEEN ALTERED, MISUSED, ABUSED, NEGLECTED, OR DAMAGED IN ANY WAY THROUGH CAUSES UNCONNECTED WITH ITS MANUFACTURE, INCLUDING BUT NOT LIMITED TO FAILURE OF A PRODUCT RESULTING FROM (I) OCCURRENCES DURING SHIPMENT OF THE PRODUCT FROM OR TO THE SELLER, (II) USE OR OPERATION OF THE PRODUCT IN AN APPLICATION OR ENVIRONMENT OTHER THAN THAT INTENDED OR RECOMMENDED BY THE SELLER, (III) MODIFICATIONS NOT MADE OR AUTHORIZED BY THE SELLER, OR (IV) THE PRODUCT BEING SUBJECTED TO UNUSUAL PHYSICAL OR ELECTRICAL STRESS. TO MAKE A WARRANTY CLAIM, CONTACT PENDRAM AT OUR WEBSITE:WWW.SMART-LIDS.COM.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE IS NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ON ANY PRODUCT. THE BUYER'S SOLE REMEDY FOR ANY DEFECTIVE PRODUCT IS STRICTLY LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT, IN ACCORDANCE WITH THE MANUFACTURER'S WARRANTY SET FORTH HEREIN

PRODUCTS MUST BE USED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND PROVINCIAL LAWS AND REGULATIONS.

PRODUCTS ARE NOT MEDICAL DEVICES, AND ARE NOT INTENDED FOR STORAGE OF EMERGENCY MEDICATIONS, OR OF MEDICAL DEVICES SUCH AS EPINEPHRINE PENS, ASTHMA INHALERS, OR ANY OTHER MEDICINES, DEVICES, OR DIAGNOSTIC TOOLS INTENDED FOR USE IN EMERGENCY SITUATIONS. THE SELLER DOES NOT PROVIDE, AND UNDER NO CIRCUMSTANCES SHALL BE RESPONSIBLE OR LIABLE FOR, ANY (I) EMERGENCY MEDICAL OR OTHER FIRST RESPONDER SERVICES, (II) DIRECT MEDICAL CARE, (III) MEDICAL ADVICE, OR (IV) MEDICATIONS, DRUGS, NARCOTICS, OR OTHER MEDICINES OR SUPPLIES STORED IN ANY PRODUCTS. ONLY PHYSICIANS, PHARMACISTS, OR OTHER LICENSED AND AUTHORIZED LEARNED INTERMEDIARIES MAY PRESCRIBE OR PROVIDE SUCH MEDICATIONS, DRUGS, NARCOTICS, OR OTHER MEDICINES OR SUPPLIES AND THE DIRECTIONS RELATED THERETO. THE SELLER PROVIDES NO WARRANTY AND MAKES NO REPRESENTATION OF ANY KIND WITH RESPECT TO ANY SUCH THIRD PARTY SERVICES OR MATERIALS, INCLUDING BUT NOT LIMITED TO ANY DIRECT OR INDIRECT CONSEQUENCES OF ANY FAILURE TO USE OR ADMINISTER ANY MEDICATIONS, DRUGS, NARCOTICS, OR OTHER MEDICINES OR SUPPLIES STORED IN PRODUCTS, WHETHER OR NOT RELATED TO ANY MALFUNCTION OF ANY PRODUCTS.

ANY TECHNICAL ADVICE FURNISHED BY THE SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS IS GIVEN GRATIS AND IS ACCEPTED BY THE BUYER ONLY AT THE BUYER'S OWN RISK. THE SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR ANY OF THE ADVICE GIVEN OR RESULTS OBTAINED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY PRODUCTS, WHETHER ALONE OR IN COMBINATION WITH OTHER ARTICLES OR MATERIALS, OR IN THE PRACTICE OF ANY PROCESS, WHETHER IN TERMS OF OPERATING COST, GENERAL EFFECTIVENESS, OR SUCCESS OR FAILURE, REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY THE SELLER WITH RESPECT TO THE USE OF SUCH PRODUCTS BY WAY OF TECHNICAL ADVICE OR OTHERWISE.

TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTIES OR CONDITIONS RELATING TO THE PRODUCT TO THE EXTENT THAT THEY CANNOT BE EXCLUDED AS SET OUT ABOVE ARE LIMITED TO ONE (1) YEAR FROM THE DATE THAT THE PRODUCT IS DELIVERED TO YOU.

11. Limitations of Liability and Indemnification

SUBJECT TO AND WITHOUT MITIGATION OF ANY OTHER PROVISION HEREIN, EXCEPT IN THE EVENT OF THE SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE SELLER SHALL NOT BE LIABLE TO ANY PERSON FOR (I) INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOST OR DIMINISHED PRODUCTION, BUSINESS INTERRUPTION, OR CLAIMS OF CUSTOMERS OR OTHER THIRD PARTIES, WHETHER OR NOT THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, OR (II) ANY PERSONAL INJURY, PROPERTY DAMAGE, OR CIVIL OR CRIMINAL FINES OR OTHER PENALTIES ARISING DIRECTLY OR INDIRECTLY OUT OF THE PURCHASE OR USE BY YOU OF THE PRODUCT.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE SELLER FROM ANY AND ALL LOSSES, DAMAGES, COSTS, OR EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER COSTS ARISING FROM FINES, CIVIL PENALTIES, PERSONAL INJURY TO, OR DAMAGE TO THE PROPERTY OF THIRD PARTIES) ARISING DIRECTLY OR INDIRECTLY OUT OF OR OTHERWISE RELATED TO YOUR PURCHASE OR USE OF THE PRODUCT OR YOUR RECKLESSNESS, WILLFUL MISCONDUCT, OR VIOLATION OF LAW.

12. Terms and Conditions

To the extent of any conflict between these Pre-Order Terms and our General Terms and Policies, these Pre-Order Terms shall govern. To the extent not expressly covered in these Pre-Order Terms, your Pre-Order, use of the Product and your ongoing relationship with PENDRAM will be governed by the Product Agreement and the General Terms and Policies.

13. **Miscellaneous**

The Pre-Order Terms, the Product Agreement and the General Terms and Policies constitute the entire agreement between the parties with respect to your Pre-Order and purchase of the Product, and PENDRAM's sale and license of the Product to you, and supersedes all previous agreements relating to the subject matter hereof.

If any one or more of the provisions of these Pre-Order Terms is for any reason held to be invalid, illegal, or unenforceable in any respect, any such provision shall be severable from these Pre-Order Terms.

No waiver by either party of a breach or omission by the other party under these Pre-Order Terms shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party.

14. **Changes**

These Pre-Order Terms are subject to change without prior notice.

15. **Contact**

If you have any questions or inquiries regarding this Agreement, please contact PENDRAM at sales@smart-lids.com.

Please note that e-mail communications will not necessarily be secure, so please do not include credit card information or other sensitive information in your e-mail correspondence with us.

For contractual purposes, you consent to receive communications electronically from us and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights related to electronic communications.

16. **Privacy**

Your personal information, if any is disclosed to PENDRAM, will be handled in accordance with PENDRAM's Privacy Policy. To view PENDRAM's Privacy Policy, please visit the following link: Privacy Policy. Notwithstanding the foregoing, PENDRAM reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental authority.

By submitting personal information to PENDRAM pursuant to these Pre-Order Terms, including without limitation your name, address, e-mail address and credit card or other financial information, you consent to the collection, processing, transmission and disclosure of such information by PENDRAM for the purposes for which such information has been requested. You specifically agree that, by placing a Pre-Order for a Product from PENDRAM, you are hereby providing your express consent to communications from PENDRAM (including e-mail communications, both marketing and informational) respecting PENDRAM's products and services, including the Product.

17. **Confidentiality**

Each party recognizes that it may in the course of these Pre-Order Terms come into possession of confidential or proprietary information of the other party. Each party therefore agrees that, at all times: (a) each party shall maintain the confidential information of the other party in strict confidence, shall take all necessary precautions against unauthorized disclosure of such confidential information, and shall not directly or indirectly, disclose, allow access to, transmit or transfer any confidential information to a third party without the knowledge and express written consent of the other party, (b) neither party shall use, disclose or reproduce the other party's confidential information except as reasonably required in the performance of these Pre-Order Terms, the General Terms and Policies or the Product Agreement, and (c) each party agrees to advise the other party immediately in writing of any misappropriation, disclosure, conversion or misuse by any person of any confidential information of which it may become aware.

The confidentiality obligations under these Pre-Order Terms shall not apply to confidential information which: (a) is, or becomes, readily available to the public other than through a breach of these Pre-Order Terms, the General Terms and Policies or the Product Agreement; (b) was lawfully known to the receiving party without any confidentiality obligation prior to receipt of the confidential information from the disclosing party; or (c) was independently developed or discovered outside of the course of the performance of obligations under these Pre-Order Terms, the General Terms and Policies or the Product Agreement.