



Kron Technologies Inc
113-8337 Eastlake Drive
Burnaby BC, V5A 4W2
(778) 819-1182
sales@krontech.ca

RESERVATION AGREEMENT

This Reservation Agreement (this “**Agreement**”) is entered into between you and Kron Technologies Inc., a British Columbia corporation with its principal offices located at 113-8337 Eastlake Drive, Burnaby, BC, V5A 4W2, Canada (“**Krontech**”, “**we**”, “**our**” or “**us**”) and sets forth the terms and conditions that apply to your online reservation (a “**Reservation**”) for a Chronos Camera having the specifications as described at <https://www.krontech.ca/product-comparison/> (a “**Device**”). This Agreement is only for the Reservation of a Device, and is not a contract of sale.

BY SUBMITTING A RESERVATION OR CLICKING ON THE “I ACCEPT” OR SIMILAR BUTTON, YOU ARE INDICATING YOUR ACCEPTANCE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT SUBMIT A RESERVATION. IF YOU ARE DISSATISFIED WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO CANCEL YOUR RESERVATION IN ACCORDANCE WITH THE CANCELLATION PROCESS DESCRIBED BELOW. THIS AGREEMENT HAS BEEN ENTERED INTO AS OF THE DATE YOU SUBMITTED YOUR RESERVATION.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” WILL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

By accepting this Agreement, you agree to be bound by the terms and conditions of this Agreement, as well as Krontech’s Privacy Policy located at www.krontech.ca/privacy-policy (the “**Privacy Policy**”), as it may be amended from time to time in the future.

Ability to Enter into this Agreement

In order to enter into this Agreement, you must have reached the legal age of majority in your jurisdiction of residence, and be fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement, and to abide by and comply with this Agreement. It is your responsibility to ensure that you are legally eligible to enter into this Agreement under any laws applicable to you. If you accept this Agreement, you represent that you have the capacity to be bound by it.

Reservation Fee

In consideration for the granting of the Reservation, you shall pay to Krontech a non-refundable fee (the “**Reservation Fee**”) of USD\$500. The Reservation Fee is payable immediately upon execution and delivery of this Agreement.

By submitting your Reservation, you consent to being billed the Reservation Fee by Krontech’s third party payment processor. Once processed by our third party payment processor, your Reservation Fee will be paid to Krontech.



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Purchase of Device

Submitting a Reservation and paying the Reservation Fee allows you the opportunity to be one of the first to purchase a Device. The estimated purchase price of the Device is between USD \$14,495 - \$21,995, plus applicable taxes and any other applicable fees (the "**Purchase Price**"). When the Device you have requested becomes available, you will be offered the ability to purchase the Device for the Purchase Price. At the time of purchase of a Device, your Reservation Fee will be applied to such purchase.

We will notify you, via email to the email address you indicated at the time of your Reservation, when the Device you have requested becomes available. If you wish to proceed with purchasing a Device, you must follow the instructions specified in the email notice we provide; a failure to do so may lead to your Reservation being cancelled, delayed or suspended. Any purchase of a Device will be subject to your acceptance of Krontech's terms and conditions of sale for the Device in effect at the time of purchase.

Delivery of Device

Upon purchase of a Device, Krontech will arrange for the Device to be delivered to the address indicated by you during your purchase. Any applicable fees for transporting the Device to you, including shipping fees, customs duties, and brokerage fees, will be calculated when you purchase the Device, and will be payable by you, in addition with the Purchase Price. All details of Device delivery arrangements will be provided upon your purchase of the Device.

Reservation

When submitting a Reservation, you must provide your first and last name, phone number, email address and credit card information, and you must ensure that this information is accurate, current and complete. You must promptly notify us by email at sales@krontech.ca, in the event any of your information that you submitted as part of your Reservation changes or otherwise becomes inaccurate.

You further acknowledge and agree to the following:

- only one (1) Reservation is permitted per customer, and if we determine that you have placed more than one (1) Reservation, we reserve the right to cancel any of your Reservations;
- your submission and our acceptance of a Reservation does not constitute (a) an offer or agreement for the purchase of a Device, (b) a down payment in connection with the purchase of an Device, or (c) a guarantee of a Device or delivery of a Device within a specific time period;
- any statements provided by us regarding the expected production, release or delivery date for a Device are purely informational in nature and are not guarantees;
- the amount you pay as part of your Reservation will not accrue interest or change in value during the term of your Reservation;
- Device models and images are shown for illustration purposes only and may include features that are not available on the production model. We reserve the right to change specifications, equipment and options at any time in our sole discretion, with or without notice; and
- you are not permitted to sell, give away or otherwise transfer your Reservation to any person without our prior written consent.



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Cancellations and Refunds

Except as expressly provided in this Agreement, the Reservation Fee is non-refundable. If you choose to cancel your Reservation or not purchase a Device, then Krontech will be entitled to retain your Reservation Fee.

If we are unable to ship the Device to you within one (1) year of accepting this Agreement, or if we otherwise choose to cancel your Reservation in accordance with this Agreement, this Agreement shall immediately terminate and, as your sole remedy, we will promptly refund you the Reservation Fee by crediting the credit card you provided to us at the time of Reservation.

We reserve the right to cancel your Reservation for any reason, including without limitation: (a) your failure to comply with this Agreement; (b) if we are unable to contact you; or (c) the occurrence of any event beyond our reasonable control.

Changes to this Agreement

We may amend any part of this Agreement by adding content, deleting content, or changing the existing content. These amendments may be made at any time and could occur very close together, or very far apart, depending on the circumstances.

We will provide you with notice of the proposed amendment by either email notice, or by posting an amended version of the agreement on our website. We will include a link to the previous version of this Agreement, beneath the new version number, so you can compare the two versions. The amendments will take effect thirty (30) days after the date on which the amended version is posted. Prior to that date, the previous version of this Agreement will continue to apply.

If you disagree with any amendment, you may cancel this Agreement by cancelling your Reservation at any time in the thirty (30) day period before the amendment takes effect. If the amendment increases your obligations under this Agreement, or decreases our obligations under this Agreement, then you can also cancel in the thirty (30) days after the amendment takes effect. In either case, there is no cost or penalty for cancelling because you disagree with an amendment. If you do not cancel your Reservation during the cancellation period, then by your continued use, you are considered to have accepted the proposed amendments.

Disclaimer of Warranties

THIS SECTION IS NOT APPLICABLE TO QUEBEC CONSUMERS.

KRONTECH'S RESERVATION SYSTEM IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS. KRONTECH DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO YOUR USE OF KRONTECH'S RESERVATION SYSTEM, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, PERFORMANCE, SYSTEM INTEGRATION, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT. KRONTECH SPECIFICALLY DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF DEVICE DESCRIPTIONS, AVAILABILITY OR PRICING.



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Exclusive Remedy and Limitation of Liability

THIS SECTION IS NOT APPLICABLE TO QUEBEC CONSUMERS.

YOU AGREE THAT, UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT OR TORT, WILL KRONTECH OR ITS OWNERS, OFFICERS, DIRECTORS, AFFILIATES, CONTRACTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY ACTING ON YOUR BEHALF FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR THE COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES (EVEN IF KRONTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO THIS AGREEMENT. KRONTECH'S TOTAL AGGREGATE LIABILITY FROM ANY AND ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE RESERVATION FEE YOU PAID TO KRONTECH. TO THE EXTENT ANY PROVINCE, STATE OR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, KRONTECH'S LIABILITY IN SUCH PROVINCE, STATE OR JURISDICTION WILL BE LIMITED TO THE FURTHEST EXTENT PERMITTED BY LAW. YOU FURTHER AGREE THAT THE FOREGOING LIMITATIONS WILL APPLY WITH RESPECT TO THIRD PARTY LIABILITY OF ANY KIND.

Indemnity

You agree to indemnify, defend, and hold harmless Krontech, and its subsidiaries, affiliates, co-branders, all third-party advertisers, technology providers, service providers or other partners, and each of their respective officers, directors, agents, shareholders, employees and representatives (together, the "**Indemnified Parties**"), from and against any third party claim, demand, loss, damage, cost, or liability (including, reasonable attorneys' fees) (collectively and individually, "**Claims**") incurred by or made against the Indemnified Parties in connection with any Claims arising out of or relating to this Agreement, including but without limitation in relation to your violation or alleged violation of this Agreement. Krontech reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Krontech and you agree to cooperate with Krontech's defense of these Claims. You agree not to settle any matter without the prior written consent of Krontech. Krontech will use reasonable efforts to notify you of any such Claims upon becoming aware of it.

Disputes and Governing Law

THIS SECTION IS NOT APPLICABLE TO QUEBEC CONSUMERS.

BY AGREEING TO THIS AGREEMENT, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST KRONTECH ON AN INDIVIDUAL BASIS IN ARBITRATION AS SET FORTH IN THIS SECTION. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST KRONTECH, AND ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY CURRENT OR FUTURE CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION BROUGHT AGAINST KRONTECH BY SOMEONE ELSE.



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YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY.

YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING, BUT NOT LIMITED TO, CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration under the applicable Rules of Procedure of the Vancouver International Arbitration Centre. The appointing authority shall be the Vancouver International Arbitration Centre. The case shall be administered by the Vancouver International Arbitration Centre in accordance with its Rules. The place of arbitration shall be Vancouver, British Columbia, Canada.

Each party will cover its own fees and costs associated with the arbitration proceedings; however, if the arbitrator finds that you cannot afford to pay the fees and costs reasonably associated with the arbitration proceedings, we will pay them for you.

The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that they will not appeal any arbitration decision to any court.

Notwithstanding the foregoing, we may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that this Agreement specifically enforceable by us through injunctive relief and other equitable remedies without proof of monetary damages.

No action, regardless of form, which arises from or is related in any way whatsoever to this Agreement, may be commenced by you more than twelve (12) months after such cause of action accrues.

This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

General

(a) Severable. If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole will not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable will be stricken from this Agreement.

(b) Waiver. You agree that if Krontech does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which Krontech has the benefit of under any applicable law), this will not be taken to be a formal waiver of Krontech's rights and that those rights or remedies will still be available to Krontech.



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(c) Survival. The sections of “Disclaimer of Warranties”, “Exclusive Remedy and Limitation of Liability”, “Indemnity”, “Disputes and Governing Law” and “General” will survive any actual or purported termination or expiry of this Agreement and continue in full force and effect.

(d) Entire Agreement. This Agreement is the entire agreement between us related to the subject matter in this Agreement. This Agreement replaces and supersedes any other prior or contemporaneous agreement, representation or discussion, oral or written, and may not be changed except in writing signed by us, regardless of whether or not the parties act under an unsigned electronic agreement or rely on such an unsigned agreement.

Contacting Kron Technologies

You may contact us by email at sales@krontech.ca, by phone at 778-819-1182, or by mail at 113-8337 Eastlake Drive, Burnaby, BC, Canada, V5A 4W2.