



General Sales Terms and Conditions

1. **Prices**

All prices stated herein are firm for equipment ordered within 30 days from the date of this quotation. Prices stated herein do not include installation, freight and handling charges unless these items are specifically listed under the Bill of Materials. If Seller is required to pay or collect any tax, excise, duty or levy, an additional charge will be made therefore and paid by Purchaser unless Seller is furnished with a proper exemption certificate. Prices stated herein are F.O.B. factory (unless otherwise stated) and title and risk of loss to each article sold by Seller to Purchaser shall pass to Purchaser upon delivery at the F.O.B. point.

2. **Payment**

Purchaser will be invoiced separately for deliverable items of hardware and applicable taxes software and applicable taxes, and for services and applicable taxes. Invoices for deliverable items will be processed on the day of shipment. Invoices for services will be processed upon completion of service or start-up of equipment, whichever comes first. Payment of these invoices is due within thirty (30) days of invoice date unless agreed to in writing by an authorized representative of Seller. Payment to Seller shall not be contingent on third party payments to Purchaser. If any payment is not made when due, Seller reserves the right to refuse to provide any further services or support until such payment has been received. Back charge claims for any purpose will not be made without prior written agreement of Seller. Claims must be made in writing by the 10th day of the month following.

3. **Shipment**

Shipment estimates are based on the best information available as provided by the Original Equipment Manufacturer (the OEM) and are subject to stock availability at the time of actual ordering. If drawings are required for approval before Seller is authorized to proceed with manufacture, then shipment estimates are after receipt of written approval to proceed. Claims of shipment shortages shall be waived unless made in writing delivered to Seller within ten (10) days after receipt of goods by Purchaser. In the event of shortage claims, due payments withheld by Purchaser will not exceed the value of the missing items.

4. **Delays**

If equipment has been released by Seller for shipment and delivery is delayed beyond the scheduled shipment date at Purchaser's request, payment will become on the previously scheduled ship date. If Purchaser cannot accept delivery of equipment, they will arrange storage. If equipment has not been released by Seller for shipment, as above, and Purchaser requests a delay in the shipment the delay may result in an escalation of prices. Seller shall not be liable or responsible for any damages or loss for delay or default in delivery due to any cause beyond Seller's reasonable control, nor shall Purchaser cancel or have the right to cancel its Purchase Order because of delays or default in delivery due to such causes.

5. **Cancellation by Purchaser**

Except by mutual written agreement, no order may be cancelled and it shall be a condition of such mutual agreement that Purchaser shall reimburse Seller a 25% cancellation charge plus the full cost incurred by Seller in carrying out its obligations to fulfill the order up to the date of cancellation, including without limitation, expenses already incurred and any commitment made by Seller in connection with the order and the cost of items purchased or manufactured specifically for execution of Purchaser's order.

6. **Force Majeure**

The time given for delivery shall date from Seller's written confirmation of Purchaser's order and Seller will use its best efforts to deliver on the agreed upon time but accepts no liability for failure to deliver within the agreed upon time. If owing to strikes, lockouts, fires, acts of God, labor trouble, material shortages, public enemies, government requirements, wars, difficulty in obtaining raw materials or components or causes of any nature whatsoever beyond Seller's control and Seller is unable to complete all or any part of the order whether such delay or impediment occurred before or after the agreed upon time due to the reasons enumerated above or for any reason beyond Seller's control, Purchaser shall grant such reasonable extension of the time as shall be necessary to complete delivery of the goods ordered and Seller shall not be liable or responsible for costs and/or damages resulting either directly or indirectly from such delay in delivery.

7. Goods for Export

In the case of materials intended for export, proper certification papers as may be required by Government regulations to obtain the exemption from tax or taxes referred to in Section 2 above (provided such exemption be permitted) shall be supplied by Purchaser.

8. Governing Law

The laws of the Province of Ontario and the federal laws of Canada applicable therein shall govern the interpretation and effect of this quotation for all rights and remedies from any contracts hereof.

9. Warranty

Any warranty support on products supplied by Seller is provided by the OEM and is as per published warranty documentation by the OEM and specified at the point of sale. Any warranty support is conditional upon receipt by Seller of any Payments due for the supply of said equipment. Seller and the Manufacturer shall in no event be liable for any indirect, incidental, special or consequential damages. Seller and Manufacturer shall not be responsible for failure to provide service or parts due to conditions caused beyond their reasonable control. Any available warranty support is voided for any equipment that has been subject to neglect, accident, abuse, misuse, misapplication, incorrect connection or that has been subject to repair or alteration not authorized in writing by the Manufacturer. The warranty provided at the time of purchase by the OEM is Purchaser's (User's) sole remedy and is expressly in lieu of, and there are no other expressed or imputed guarantees or warranties including any implied warranty or merchantability or fitness for purpose. In no case will Seller liability under this contract or supply agreement exceed the value of the equipment furnished.

10. Enforcement

In the event that it becomes necessary for Seller to employ an attorney or incur other costs for the collection of the amounts due hereunder or the enforcement of its right hereunder, Purchaser agrees to pay all reasonable costs incurred for such collection plus attorney's fees.

Issuance of a Purchase Order by Purchaser is deemed acceptance of these General Sales Terms and Conditions. Such Terms and Conditions constitute the entire agreement between the parties. No modification of this document, whether by Purchaser in its Purchase Order or otherwise shall have any effect to be binding upon Seller if in conflict with the prices, terms and conditions or specification stated or referred to herein, unless expressly agreed to in writing by an authorized representative of Seller.

11. Equipment Services (Applicable only within Canada)

A. Covered Categories

The terms and conditions set forth hereinafter apply for the following four categories of equipment service:

- a. Start-up of equipment
- b. Equipment installation
- c. Preventative and/or corrective maintenance contract services (i.e. maintenance services furnished pursuant to a separate written contract for a defined term)
- d. Non-warranty emergency or other services ordered by Purchaser as needed

B. Price and Payment

Prices for all services in the covered categories will be the prevailing rate upon the completion of those services, unless the prices therefore are otherwise fixed by written agreement. Terms of payment for all services rendered are net 30 days, unless otherwise agreed to in writing by Seller. If work scheduled by Purchaser is cancelled or delayed by Purchaser while any service representative is en-route, or if the site is not ready upon the representative's arrival, Purchaser will be invoiced for point-to-point travel expenses plus one-day minimum labor at the prevailing service rate. Services requested by Purchaser and not covered by OEM warranty or separate written agreement requires Purchaser authorization in the form of a purchase order. Purchaser will be invoiced for all labor, point-to-point travel and other expenses, unless otherwise specified by contract.

C. Start-up Services

Purchaser will be invoiced for correction of all equipment damage and installation errors discovered during the furnishing of start-up services, except when Seller has installed or supervised the installation of the equipment and such start-up delay is caused directly and solely by the acts or omissions of Seller. If delays in the start-up and test schedule are caused by circumstances beyond Seller control, Purchaser will be invoiced for the additional time, travel, parts and expenses which may be required, at the

prevailing rate. Start-up procedures shall be in accordance with OEM specifications.

D. Equipment Installation Services

All work involving Seller personnel, or subcontracted workers, for the installation, checkout, test and cutover activities should be scheduled for consecutive weekdays. Work performed on non-consecutive days, or requiring additional trips, weekend, holiday, or nighttime work will be invoiced at the prevailing rates.

E. Purchaser's Responsibilities

Purchaser agrees at all times to follow all OEM installation, operation and maintenance instructions; to provide the proper environment, electrical and/or mechanical connections and other requirements of the equipment as specified by the OEM; to provide access to the equipment to enable service representatives to perform maintenance; to provide adequate work space; and to provide at no cost at least one person to be within sight of the service representative at all times when work is being performed on energized equipment solely for the safety of the service representative.

F. Indemnity/Liability

In the furnishing of service of any type, Seller assumes no responsibility for any damage or injury to any persons and property except such damage or injury that may be held to result solely and directly from or out of (a) any negligent performance by Seller of its obligations under this agreement, or (b) any willful misconduct on the part of Seller, its agents, or employees. Notwithstanding anything in this agreement or otherwise to the contrary, Seller will not be liable for any indirect, incidental, special, or consequential damages, such as, but not limited to, loss of anticipated profits, goodwill, or other economic loss in connection with, or arising out of the existence of the furnishing, functioning, or Purchaser's use of any item of equipment or services provided for in these General Sales Terms and Conditions, whether or not the possible of damage was disclosed to Seller or could have been reasonably foreseen by Seller.

G. Miscellaneous

Consistent with Section 10 of these General Sales Terms and Conditions, the terms and conditions for the covered categories of service constitute the entire agreement between the parties for the rendering of such services, excepting such other terms and conditions for maintenance service contracts and installation services as may be agreed by the parties in writing. All other proposals and agreements, oral or written, and all previous negotiations and other communications between the parties are hereby superseded and no provision in Purchaser's purchase order or other instrument will be binding or of any effect upon Seller unless specifically agreed to in writing by an authorized representative of Seller.