

## Purchase Order Terms and Conditions

1. The accompanying Purchase Order (the "Purchase Order") and these Terms and Conditions (including any attachment thereto or hereto) together form the entire agreement (the "Agreement") between Supplier and Purchaser identified in the Purchase Order for the sale and provision by Supplier to Purchaser of the equipment and other tangibles (collectively, the "Goods") and/or the activities and services (collectively, the "Services") identified in the Purchase Order. The Agreement governs the relationship of, and binds, Purchaser and Supplier: (i) unless and until Supplier gives Purchaser written notice within ten days of the date of the Purchase Order that Supplier does not accept the Purchase Order; and (ii) irrevocably upon delivery to Purchaser of any portion of the Goods or performance by Supplier of any portion of the Services. The Agreement supercedes and replaces all prior understandings and agreements in relation to the transaction provided for in the Agreement. The Agreement may only be changed by agreement in writing signed by Purchaser. Prior dealings, usage of trade and course of conduct shall not be relevant to determine the meaning of the Agreement. Any purchase order, quotation or similar document issued by Supplier to Purchaser with respect to the Goods and/or Services is agreed to be for Supplier's internal use only and shall not effect or change the Agreement or the provision of the Goods and/or Services. No action or failure to act by Purchaser shall be a waiver of any right afforded to Purchaser under the Agreement. Supplier may not assign or subcontract the Agreement without the prior written consent of Purchaser.

2. The prices for the Goods and Services specified in the Purchase Order: (i) is the total amount payable therefor by Purchaser delivered F.O.B. at the Delivery Point specified in the Purchase Order; and (ii) include, without limitation, all packaging, transportation and insurance costs; all patent, permit, inspection, royalty and licence fees; import and export fees; all restocking charges; and, all taxes except HST. Purchaser shall pay all HST payable that is associated with the payments made by Purchaser to Supplier. Unless otherwise provided in the Purchase Order, payment terms are Net 30 days. All invoices from Supplier must include the Purchase Order number for Supplier to receive payment. Invoices by Supplier must be received by Purchaser within 60 days following the supply to Purchaser of the last of all Goods and all Services. Invoices received after such 60 day period are agreed not to be payable, and will not be paid, by Purchaser to Supplier.

3. Time and timely performance shall be the essence of the Agreement. Supplier shall deliver the Goods and Services in strict accordance with the Delivery Date specified in the Purchase Order. Purchaser may reject any Goods received or Services provided after the due date therefor in the Purchase Order and, on account thereof, at Purchaser's option, cancel the Agreement. If Purchaser cancels the Agreement on such account, Purchaser shall not be liable to make any payment to Supplier under the Agreement.

4. Supplier shall deliver the Goods in strict accordance with the quantity and other requirements specified in the Purchase Order. Supplier shall assign to Purchaser all third-party manufacturer warranties for the Goods. The Goods are subject to inspection by Purchaser for 20 days following receipt thereof by Purchaser. Purchaser may reject Goods that are damaged, defective, inferior in quality or that do not fully satisfy the requirements of the Agreement and, on account thereof, at Purchaser's option, and notwithstanding any prior payment and notwithstanding section 8 hereof, Purchaser cancels the Agreement. Over-shippments received by, and shipments in error to, Purchaser will be rejected by Purchaser. If any of the Goods are rejected by Purchaser, Supplier, in its sole discretion, may have Purchaser return such Goods to Supplier at Supplier's expense and Supplier shall pay Purchaser for the cost of returning the Goods in advance of Purchaser shipping the returned Goods to Supplier. If Supplier cancels the Agreement pursuant to this section, Supplier shall forthwith pay to Purchaser any and all amounts that Purchaser may have paid to Supplier under the Agreement.

5. Supplier shall provide the Services in strict accordance with the requirements specified in the Agreement and Purchaser's workplace safety requirements. The Services are subject to inspection by Purchaser for 20 days following the provision of the last of the Services to Purchaser. Purchaser may reject Services that do not fully satisfy the requirements of the Agreement. Supplier shall correct or re-perform any rejected Services unless, on account of the rejected Services, at Purchaser's option, and notwithstanding any prior payment and notwithstanding section 9 hereof, Purchaser cancels the Agreement. If Supplier cancels the Agreement pursuant to this section, Supplier shall forthwith pay to Purchaser any and all amounts that Purchaser may have paid to Supplier under the Agreement.

6. Purchaser may cancel the Agreement at any time by written notice to Supplier. If Purchaser cancels the Agreement pursuant to this section, Purchaser shall pay Supplier for any Goods received by Purchaser and any Services provided to Purchaser before such cancellation and, as well, pay Supplier for Supplier's reasonable costs (supported by documentation) incurred before such cancellation in order to perform the Agreement. Upon cancellation of the Agreement pursuant to this section, Purchaser shall not be liable to make any payment to Supplier under the Agreement other than that provided in this section and Supplier shall fully refund all amounts that Purchaser may have paid Supplier under the Agreement in excess of the amount required to be paid by Purchaser by this section.

7. Notwithstanding delivery of the Goods, title to and risk of loss and damage in relation to the Goods remains with Supplier until Purchaser has inspected, approved and paid for the Goods.

8. Supplier represents, warrants and covenants that the Goods: (i) fully satisfy the requirements of the Agreement and their intended purpose; (ii) are new and unused; (iii) conform to any samples or descriptions provided by Supplier; (iv) are free of defects or deficiencies in design, materials or workmanship; (v) are conveyed to Purchaser with good title free of all liens and encumbrances whatsoever; (vi) do not infringe any patent, copyright, trademark or other intellectual or industrial property right; (vii) are fit for their ordinary and intended purpose unless Purchaser has made a particular purpose known to Supplier, in which event the Goods are fit for that particular purpose as well; (viii) are in strict compliance with all applicable laws, regulations, codes and standards of Canada; and (ix) will have the benefit of all statutory warranties. Supplier covenants that the Goods are warranted as described in this section for a period (the "Goods Warranty Period") which is the greater of: (1) one year from date of last delivery to Purchaser; or (2) any longer period for the Warranty Period for the Goods provided for in the Purchase Order; and this notwithstanding any inspection, testing, approval, acceptance or payment for the Goods by Purchaser. In the event of any breach of this warranty by Supplier at any time during the Goods Warranty Period, Supplier shall, at Purchaser's option, at Supplier's expense and no additional cost to Purchaser, repair or replace the Goods with an equivalent or better product within fifteen days of Purchaser's notification to do so. Repaired and replaced Goods shall be covered by the warranty provided in this section.

9. Supplier represents, warrants and covenants that with respect to the Services: (i) the Services will fully satisfy the requirements of the Agreement and their intended purpose to the full satisfaction of Purchaser; (ii) the Services will be performed in a good, workmanlike, professional, prudent, diligent, careful and (once commenced) continuous manner, by sufficiently qualified personnel and in accordance with generally accepted practices; (iii) conform to any descriptions provided by Supplier; (iv) Supplier will have obtained and maintained Worker's Safety Insurance Board ("WSIB") coverage required by applicable laws, regulations and rules and, if such is required, will provide the WSIB number and proof of satisfactory WSIB standing to Purchaser upon request; (v) the Services do not infringe any intellectual or industrial property right and (vi) the Services will be provided in strict compliance with all applicable laws, regulations, codes and standards of Canada; and (vi) will have the benefit of all statutory warranties. Supplier covenants that the Services are warranted as described in this section for a period (the "Services Warranty Period") which is the greater of: (1) one year from date of performance of the last of the Services or (2) any longer period for the Services Warranty Period for the Services provided for in the Purchase Order and this notwithstanding any Purchaser inspection, testing, approval, acceptance or payment for the Services by Purchaser. In the event of any breach this warranty by Supplier, at any time during the Services Warranty Period, Supplier shall, at Purchaser's option, provide the Services again, at Supplier's expense and no additional cost to Purchaser, within fifteen days of Purchaser's notification to do so. Services that are provided again pursuant to this section shall be warranted as provided in this section.

10. All electrical components and equipment supplied by Supplier must have all required approvals, including CSA and/or Ontario Electrical Safety Code approval and be certified for the intended use in Canada by a certification organization accredited with the Standards Council of Canada Act. All mechanical components and equipment supplied by Supplier must have all required approvals, including the approval of, and be certified for the intended use in Ontario by, the Technical Safety Standards Association ("TSSA").

11. Supplier shall indemnify and save harmless Purchaser, its officers, directors, employees, contractors, agents and representatives from and against all actions, suits, claims, damages, causes of action, demands, penalties, fines, cost and expenses including legal (or other proceedings) fees of any kind or nature directly or indirectly arising out of: (i) any breach of the Agreement or (ii) any inaccuracy of any representation, warranty or covenant herein; or (iii) the performance of the Services including, without limitation, personal injuries to anyone; or (iv) the supply of the Goods; or (v) breach or alleged breach of intellectual property laws; or (vi) environmental non-compliance; or (vii) product liability; or (viii) property damage. Supplier shall carry adequate insurance covering Supplier and Purchaser in relation to the activities and liability of Supplier under the Agreement.

12. The Agreement is to be construed and governed by the laws applicable in the Province of Ontario, Canada. Supplier and Purchaser are independent contractors and neither has any authority to represent or bind the other.