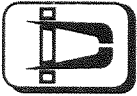


PURCHASE ORDER – STANDARD TERMS AND CONDITIONS

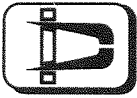
1. INVOICES must bear exact same prices and terms or authorization for changes must be received from our company in writing prior to shipping.
2. Goods not in accordance with specifications will be rejected and held at vendor's risk awaiting disposal. Vendor must pay freight on all rejected material.
3. The right is reserved, to cancel all or part of this order if not delivered within the time specified.
4. Packing slips must accompany all shipments.
5. This purchase order is void if not priced.
6. Back orders must be prepaid when less than a minimum freight shipment.
7. Acceptance of this purchase order, or shipment of any part of it will constitute an agreement to all of its specifications as to terms, delivery and prices.
8. GST is applicable to be shown separately.
9. As used herein, the term "Work" means the furnishing of goods, materials, drawings, date, property or services specified on this Order, and any other documents annexed or referred to therein, and all labour, tools, equipment and materials reasonably required to complete performance thereof.
10. This Order, including these terms and conditions and any technical specifications or drawings and any additional terms and conditions listed on or incorporated herein, shall constitute the sole and entire agreement between the Buyer and the Seller concerning the Work to be performed hereunder. Seller's written acknowledgment of this Order, or commencement of performance if known to the Buyer, shall constitute acceptance of and agreement to comply with all of these terms and conditions. Conditions of sale offered by Seller, and additional terms and conditions stated by Seller in acknowledging this Order, whether expressed or implied, shall not be binding on the Buyer unless specifically accepted in writing.
11. Seller cannot deviate from the terms of this order unless previously agreed and covered by a change order amendment. Amendments shall be binding only after mutual acceptance in writing.
12. Unless otherwise specified herein, this Order is for a fixed price and subject to variation only as provided in these conditions, and the price shall include delivery, packaging, and provision of documents. Charges for freight or express, if payable by Buyer, must be accompanied by original receipted expense bills. All present and future taxes not expressly imposed by law exclusively on Buyer are assumed by Seller and deemed to be included in the purchase price.
13. Seller warrants that the Work shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations, in a good and workmanlike manner, and in accordance with applicable codes, sound engineering practices and the standards of the industry, and shall conform in all respects to the terms of this Order. All laws and regulation required to be incorporated in agreements of this character are hereby incorporated by reference.

Seller further warrants that any good and materials sold hereunder shall be free from defects in design (to the extent design is furnished by Buyers), new material, workmanship, and title, fit for the purposed intended, and shall be the best quality if no quality is specified. Seller shall replace, without charge to Buyer, any good or materials furnished hereunder that fail or are discovered to be defective in design, material, workmanship or title, within a period of 12 months from the



date of placing the same into service or 18 months from the date(s) of delivery thereof. Any transportation costs or field labour required in the repair or replacement will be paid by Seller. Whenever pursuant to this clause, the Seller supplies goods and materials in replacement or repair, the provisions of the clause shall apply to that part of the goods or materials so replaced or repaired for a period of 12 months from the date of replacement or repair.

14. No part of this order may be assigned or sublet nor may monies due to become due hereunder be assigned, without the prior written consent of the Buyer.
15. Buyer by written Change Order may make any changes, including additions to or deletions from the scope of the work, or on the specifications or drawings, and such change order shall not invalidate this Order. However, if any such change order materially affects the scope of work or the time required for performance, an equitable adjustment shall be made. Buyer may at any time by written notice to Seller terminate this Order as to all or any portion of the Work, subject to an equitable adjustment as to any Work already furnished or then in progress, except that no such adjustment shall be made in favour of Seller with respect to any goods or materials which are Seller's standard stock. Such adjustment shall take into account the unit price for any Work already furnished, the material and labour cost to date of cancellation and a mutually agreed profit based on pro-rated completion of the entire Order. Seller shall not be entitled to any event to prospective profits or damage because of such cancellation. No such termination shall relieve Seller of its warranties as to any Work already furnished hereunder. Any claim for adjustment hereunder must be asserted within five (5) days from the date when the change or termination is ordered.
16. Invalidity of any provision of the Order shall not affect the validity of any other provision.
17. **HAZARDOUS MATERIALS:**
Seller shall notify Purchaser in writing upon receipt of Purchase Order if Goods furnished are subject to laws or regulation relating to hazardous or toxic substances; or when disposed of, subject to regulations governing hazardous wastes, or subject to any other environmental or safety and health regulations. Seller shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use by Purchaser's non-technical personnel and sufficiently specified to identify all action which the user must take concerning the material. The following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to an applicable transportation regulations."
18. **ENVIRONMENTAL LIABILITY:**
Seller hereby assumes responsibility for and acknowledges its title to any hazardous materials and wastes generated in connection with or in any manner related to:
(i) Seller's supply of the Goods; (ii) Seller's presence on Purchaser's or Purchaser's client's property; and/or (iii) Seller's movement of such hazardous materials or wastes onto Purchaser's or Purchaser's client's property. Seller hereby agrees to comply with all federal, state, and local laws, rules, and regulation concerning the handling, storage, use or disposal of such hazardous materials or wastes, and to promptly pay any and all fines, penalties, and related costs (including reasonable attorney's fees and costs of dispute resolution necessary to compel Seller's compliance herewith), arising out of or related to Seller's failure to so comply with all such laws, rules, and regulations. Seller shall take every reasonable precaution to prevent any spill upon or contamination of Purchaser's or Purchaser's client's property; shall notify Purchaser immediately if such spill or contamination does occur; and shall, at its sole cost and expense, restore Purchaser's or Purchaser's client's property to the condition which existed prior to such spill or contamination to the satisfaction of Purchaser. Seller hereby also agrees to release, defend, indemnify, and hold Purchaser harmless from and against any and all claims (including but not limited to claims of personal injury, or death, or loss of property, and all associated costs, including reasonable attorney's fees and costs of dispute resolution) which may arise in connection with Seller's generation or handling of such hazardous materials or wastes, regardless of the fault or negligence or strict liability of Purchaser.
19. **RETENTION:**
A retention of up to ten percent (10%) of any invoice may be retained by Purchaser until such time that Purchaser has had adequate assurance that the Goods are fully provided as set forth hereunder, including spare parts and documentation, are in full compliance with this Purchase Order and/or to defray the cost, if any, of field rework on said Goods. Such retained



amounts shall be paid to Seller upon Seller's full and satisfactory performance of its obligations hereunder and Seller providing Purchaser with a written acknowledgment that the Goods are not subject to any liens, encumbrances, or other claims by Seller or any third party.

20. INSURANCE:

CERTIFICATE OF INSURANCE: Before any Work is performed under the Purchase Order, written proof of compliance with the requirements of this Article shall be furnished to Purchaser on a certificate furnished by Purchaser with insurers satisfactory to Purchaser and executed by an authorized representative of Seller's insurer. Such certificate shall provide for at least THIRTY (30) DAYS written notice received by Purchaser prior to the cancellation or modification of any insurance referred to therein. If Seller fails to maintain the insurance as set forth herein, Purchaser shall have the right, but not the obligation, to purchase such insurance at Seller's expense. Purchaser may request in writing, at any time, Seller to provide certified copies of all policies of insurance required herein.

WORKER'S COMPENSATION: Seller shall maintain Worker's Compensation Insurance as required by law and Employer's Liability Insurance with minimum limit of \$1,000,000 per occurrence.

COMMERCIAL GENERAL LIABILITY: Seller shall maintain Commercial General Liability insurance with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage, protecting Purchaser, its client, the affiliates of each, and their employees, agents, directors, officers, and representatives against bodily injury, including death, and property damage arising out of Seller's operations. The Commercial General Liability insurance shall include products liability, blanket contractual, personal liability, completed operations, broad form property damage, and shall expressly cover the contractual liability assumed by Seller under Articles 5 and 13 of this purchase order. The policy shall be endorsed to name Purchaser, its client and their affiliates as additional insured parties.

AUTOMOBILE LIABILITY: Seller shall maintain Automobile Liability Insurance with a combined single limit of \$2,000,000 per occurrence for bodily injury and property damage covering use and operation of owned, non-owned and hired vehicles. The policy shall be endorsed to name Purchaser, its client and their affiliates as additional insured parties.

WAIVER OF SUBROGATION AND ADDITIONAL INSURED: Seller shall obtain from its insurers for all insurance coverages applicable to the Work and/or required hereunder, a waiver of subrogation in favor of Purchaser, its client, and their agents, employees, officers, and directors. Purchaser, its client and their affiliates shall be named as an additional insured on Seller's automobile, commercial general and excess liability policies and such policies shall state that this contract is an insured contract and contain a severability of interest clause.

THIRD PARTY REQUIREMENTS: Should Seller sublet any of the Work to a third party, Seller shall maintain in full force and effect all of the coverages required by this Article 5, with Seller's certificate of insurance expressly referencing such subcontractor to Seller, and shall require such third party to furnish the same insurance and indemnity in favor of Purchaser as are required of Seller hereunder and show evidence thereof to Purchaser on a certificate furnished by Purchaser.

LIABILITY: The fact that Seller has obtained the insurance required in this Purchase Order shall in no manner lessen nor affect Seller's obligations or liabilities set forth in the Purchase Order. All insurance provided by Seller (including any self-insurance or deductible amounts) shall be primary to any insurance maintained by Purchaser or Purchaser's client.

21. PERSONNEL SAFETY AND HEALTH REGULATIONS:

While on the premises of Purchaser, Purchaser's client or their affiliates, Seller and its employees shall comply with all applicable safety and health laws, regulations, and ordinances and with the safety, health and plant regulations of Purchaser and/or its clients and shall ensure that all its employees and agents have a safe place of work on said premises. Seller shall keep said premises and the vicinity thereof clean of debris and rubbish caused by its work, shall leave the premises clean and ready for use. Upon request of Purchaser and at no cost or expense to Purchaser, Seller shall promptly remove from said premises any person under the control of Seller who violates any of aforesaid safety, health, or plant laws, regulations, ordinances or rules or who may cause or threaten to cause a breach of the peace, or any other disturbance of the work.



22. INDEMNIFICATION AGAINST CLAIMS BY EMPLOYEES OF SELLER:

In consideration of the payments agreed to be made by Purchaser to Seller under this Purchase Order, Seller agrees to assume the risk of and to release, defend, indemnify and hold harmless Purchaser, Purchaser's client, the related entities and affiliates of both, and directors, officers, employees, agents, and assigns of Purchaser and its related entities and affiliates ("Indemnitees") from and against all loss, damage, liability, cost and expense (including without limitation, reasonable attorney's fees) arising out of any injury, including death, to any employee of Seller or other person whom Seller caused to be on the property of Purchaser or Purchaser's client, or damage to any property belonging to Seller or such person resulting from or in any way connected with the performance of this Purchase Order or the Goods furnished hereunder, THE FOREGOING INDEMNITY OBLIGATION OF SELLER SHALL APPLY REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE, LIABILITY, COST OR EXPENSE IS CAUSED IN WHOLE OR PART BY THE FAULT, NEGLIGENCE, OR STRICT LIABILITY OF AN INDEMNITEE.

23. FOR WORK ON PURCHASER'S OR ITS CLIENT'S PREMISES:

If Seller's work under the Purchase Order involves operations by Seller on the premises of Purchaser or one of its clients, Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work, and, except to the extent that any such injury is due solely and directly to Purchaser's or to its client's negligence, as the case may be shall indemnify Purchaser against all loss which may result in any way from any act or omission of Seller, its agents, employees or subcontractors, and Seller shall maintain such Public Liability, Property Damage, and Worker's Compensation Insurance as will protect Purchaser from said risks and from claims under any applicable Worker's Compensation Laws.

24. NONDISCLOSURE:

Seller agrees not to divulge to third parties, without the prior written consent of Purchaser, any information obtained from or through Purchaser in connection with the performance of this Purchase Order unless (i) the information is known to Seller prior to obtaining the same from Purchaser; (ii) the information is, at the time of disclosure by Seller, then in the public domain; or (iii) the information is obtained by Seller from a third party who did not receive the same directly or indirectly from Purchaser, its affiliates or related entities or its customers, and who has no obligation of secrecy with respect thereto. The "Information" shall consist of all drawings, data, designs, inventions, and other technical material and the contents thereof supplied by purchaser to seller, whether or not designated as confidential or proprietary. Seller further agrees it will not, without the prior written consent of Purchaser, disclose to any third party any information developed or obtained by seller in the performance of this Purchase Order except to the extent that such information falls in the category of (i), (ii), or (iii) above. If so requested by Purchaser, Seller further agrees to require its employees and its sub-vendors and their employees to execute an appropriate nondisclosure agreement prior to performing any work under this Purchase Order. Seller shall not publicize the existence or scope of this Purchase Order without Purchaser's written consent.