

CIRCUIT CENTER INC. STANDARD TERMS AND CONDITIONS

Terms and Conditions: These standard terms and conditions shall govern all orders and acceptances (“**Order(s)**”) of products (including software and firmware) (“**Products**”) sold from time to time by Circuit Center Inc. (“**CCI**”) to its customs (“**Buyer(s)**”), shall supercede any inconsistent terms contained in any order received by CCI and cancels, replaces, and supersedes all prior or contemporaneous oral or written correspondence, negotiations, understandings and agreement between the parties with respect thereto.

1) Prices, Payment and Delivery Terms: CCI written quotations become void unless accepted by the Buyer within 30 days of their date. Invoices shall be rendered upon shipment and are due within 30 days of receipt. Amounts past due are subject to a service charge of 1.5% per month or portion thereof. All transportation charges or costs of insurance which may be assessed in connection with all products delivered hereunder shall be added to the price quoted to the Buyer and shall be paid by the Buyer

2) Risk of Loss: Buyer assumes all risks of loss or damage upon delivery to the carrier at the point of shipment.

3) Incorrect or Incomplete Data: All prices quoted by CCI pertaining to Custom Engineering and Design Services are strictly based on the accuracy and completeness of the information, data and specifications provided by the Buyer to CCI. In the event that during the course of fulfilling its obligations to the Buyer in respect of an order, CCI discovers that information, data and/or specifications provided to it by the Buyer is inaccurate or incomplete, CCI may, in addition to any other rights and remedies which it may have at law or in equity:

- (a) Terminate the order, by notice in writing, and invoice the Buyer for all work performed or Products ordered by or supplied to the Buyer in respect of the order up to and including the date on which such termination notice is given;
- (b) Elect to proceed with the order and charge to the Buyer all costs incurred by CCI on a time and materials basis by reason of the Buyer having provided CCI with incorrect information, data and/or specifications.

4) Force Majeure: CCI shall not be liable for any damage caused or lost of profit of the Buyer arising from a failure by CCI to comply with its obligations under an order where that failure is attributable to circumstances beyond the reasonable control of CCI

which include, but are not limited to, acts of God, fire, flood, storm, epidemic, riot, public disorder, any terrorist act, acts of the Buyer, inability to obtain labour or material to meet the specifications of the Buyer, strike, transportation failure, any act of war (whether declared or not) or governmental, military, or other similar entity, exercising *de facto* sovereignty for the time being in any relevant jurisdiction, including any embargo or restriction upon shipping or transport.

5) Cancellation: The Buyer shall not, under any circumstances, have the right to cancel or reschedule an order without first receiving the expressed written consent of CCI and which may be conditional upon the Buyer paying to CCI a cancellation or rescheduling Charge. A complete schedule of such charges is available from CCI and will be provided to Buyer upon request.

6) Default: The Buyer shall be deemed to be in default of its obligations to CCI, if: (a) Buyer defaults in the payment of any amount owed by or to CCI or defaults in the observance or performance of anything required under an order and these terms and condition: (b) any formal or informal proceedings for the dissolution of, liquidation of, or winding up of, the affairs by the Buyer is instituted by, or against the Buyer, or where a resolution is passed or any other act undertaken for the winding up of the Buyer; or (c) Buyer is adjudged, bankrupt or becomes insolvent, or a petition in bankruptcy is filed against the Buyer, or where the Buyer makes an assignment for the general benefit of creditors or applies for relief under the *Companies Creditors Arrangement Act* (Canada) or where proceedings of any type are instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of the Buyer. Upon any such default, in addition to any other remedies it may have at law or an equity, CCI may cancel any other outstanding order from the Buyer, refuse to make deliveries and declare all amounts owing to CCI to be immediately due and payable.

a) THE WARRANTIES PROVIDED IN THIS AGREEMENT WITH RESPECT TO ANY PRODUCTS OR SERVICES SUPPLIED BY CCI CONSTITUTE THE ONLY REPRESENTATION OR WARRANTY MADE BY CCI AND ARE IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, ARISING IN FACT, IN LAW,

OR FROM A COURSE OF DEALING OR USAGE OF TRADE WHICH INCLUDE, BUT ARE NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

- b) All descriptions of Products in any quotation or order or any descriptions, plans and specifications furnished to the Buyer are for the sole purpose of identifying the Products and are only intended to suggest the nature of the Products and shall not be construed as warranty regarding the nature or quality of the Products.
- c) CCI total liability for all damages, losses and causes of action, whether in contract, tort or otherwise shall be limited to the price paid by the Buyer for Products. In no event shall CCI be liable for general, special, incidental and/or consequential damages, which include but are not limited to, loss of profits, whether based on contract, tort, or otherwise or for any direct or indirect injury, damage or loss arising out of the performance or use or non-performance or non-use of Products. The Buyer hereby waives and right to claim any punitive, aggravated or exemplary damages with respect to a breach of terms and conditions or the performance or non-performance of Products whether such claim is based in contract, tort or otherwise.

Warranty for Non-CCI Products: Buyer acknowledges and agrees that the sole and exclusive warranty for any products or accessory, attachment or module of products not produced or manufactured by CCI shall be strictly limited to the warranty, if any, offered by the producer or manufacturer thereof and Buyer agrees to accept such manufacturer's warranty in lieu of all other warranties or conditions on the part of such manufacturer or CCI, express or implied

Warranty Applicable to CCI Products:

- a) For the purposes of these provisions; "Warranty period" means:
 - ninety (90) days from date of shipment for Products that have been Custom engineered or designed by CCI for Buyer;
- b) CCI warrants that all Products made or produced by it will be free from defect in material and workmanship during the applicable Warranty Period, provided Buyer

notifies CCI of such defect as soon as possible,

- c) Buyer agrees that in the event of a warranty claim during the Warranty Period, CCI may, in its discretion:
 - I. Require the Buyer to return the defective part to CCI in order to allow CCI to repair or replace the defective part;
 - II. Provide the Buyer with replacement materials which shall then be utilized by technicians approved by CCI to repair the defective Products; or
 - III. Repair the defective part at the site thereof.

Covering Law: These terms and conditions shall be governed by the law of the Province of Ontario and each of CCI and the Buyer hereby irrevocably attorn to the jurisdiction of the courts of Province of Ontario.

Severability: If any provision of these terms and conditions is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable all of the terms and conditions, but rather these terms and conditions shall be construed as if not containing the particular invalid or unenforceable provision or provision, and the rights and obligations of the parties shall be construed and enforced accordingly.

Assignment: The Buyer shall not transfer or otherwise assign its rights and obligations under an order and these terms and conditions, in whole or in part, without the prior written consent of CCI, which consent may be arbitrarily withheld. Any purported assignment or transfer without CCI consent shall constitute a breach by Buyer of its obligations to CCI and shall entitle CCI, in addition to any other remedies it may have at law or an equity, to terminate any and all outstanding orders and claim for any damages thereby suffered or incurred.

Entire Agreement: The parties confirm that there are no representations, warranties, terms, conditions, collateral agreements, or understandings between the parties other than an expressly set forth in this Agreement

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