

General Terms and Conditions of Sale

1. AGREEMENT These terms and conditions shall, in the absence of any written agreement signed by an authorized representative of the issuing entity of this document whose name appears on the front page hereof, its subsidiaries and/or affiliates ("Seller"), govern the sale of all products and services ("Products") by Seller and apply notwithstanding and to the exclusion of any conflicting contrary or additional terms and conditions in any purchase order or other document or communication ("Order") from the requesting party ("Buyer"). "Affiliates" shall mean any entity that controls, is controlled by and/or under common control as the said issuing entity. "Control" shall mean the power to influence the management and/or policies of an entity, whether by ownership of voting securities or otherwise. These terms and conditions may only be waived or modified in a written agreement signed by an authorized representative of Seller. Neither Seller's acknowledgement of a purchase order nor Seller's failure to object to conflicting, contrary or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof.

2. ORDERS Orders shall be initiated by the Buyer issuing a purchase order or otherwise placing an order by electronic means acceptable to Seller. Orders shall identify the Products, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates. All orders are subject to acceptance by Seller. Seller reserves the right to allocate sales of Products among its customers in its sole discretion.

3. PRICES Prices shall be as specified by Seller and may be subject to change by Seller without notice. Prices shall be subject to increase in the event of, inter alia, an increase in Seller's costs of other circumstances beyond Seller's reasonable control. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, consular fees, document fees and import duties. If Seller shall be liable for or shall pay any of the foregoing, the same shall be reimbursed by Buyer to Seller in addition to the price of the Products.

4. PAYMENT Payment shall be net thirty (30) days from date of invoice or as otherwise specified by Seller. Seller reserves the right to require payment in advance or C.O.D. or otherwise modify payment terms. If at the request of Buyer, shipments are postponed, invoices therefore shall become due 30 days after notice that products are ready for shipment. Products held for Buyer, or stored for Buyer, shall be at the risk and expense of Buyer. Unpaid balances of past due accounts shall be subject to interest at 1.5% per month, provided that where 1.5% is higher than the maximum rate allowed by law, interest shall be at the rate allowed by law. If Buyer shall default in paying any amounts due, Buyer shall be responsible for all reasonable costs and expenses, including legal fees on an indemnity basis, incurred by Seller in collecting any sums owed by Buyer.

5. CREDIT APPROVAL Where applicable, orders are subject to credit approval by Seller, who may in its sole discretion at any time change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank cheque and/or require payment of any or all amounts due or to become due for Buyer's Order before shipment of any or all of the Products. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend and/or delay delivery of any Order or any remaining balance thereof until such payment is made or cancel any Order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped to Buyer. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms.

6. DELIVERY Unless otherwise specified, Products are shipped ExWorks Seller's facility. Title and risk of loss shall pass upon Seller's delivery of Products to Buyer's carrier. Notwithstanding delivery and the passing of risk in the Products, title to the Products shall not pass to Buyer until Seller has received payment in full for the Products, and until such time, Buyer shall hold the Products as Seller's fiduciary agent and bailee but shall be entitled to resell or use the goods in the ordinary course of business. Buyer shall pay all freight, handling, delivery, special packaging and insurance charges for shipment of Products. Choice of carrier and shipping method and route shall be at Seller's election. Seller shall have the right to deliver all Products covered by an Order at one time or in partial shipments from time to time, within the agreed time for delivery. Seller shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of Seller, including but not limited to force majeure, acts of God, acts or omission of Buyer, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transportation or inability to obtain necessary labour, materials or supplies. In the event of such delay, the set date of delivery, if any, shall be extended for a reasonable period, or, the delivery may be cancelled at the Seller's option.

7. ACCEPTANCE Upon receipt of Products, Buyer agrees to inspect and/or test Products. Inspection or testing shall be completed promptly and in no event later than 7 days after delivery of Products. Products shall be deemed accepted by Buyer unless Buyer provides Seller, within 7 days of the delivery of Products, a written notice specifying all defects or discrepancies in the quality or quantity of Products. Buyer waives any right to revoke such acceptance for any reason, whether known or unknown to Buyer at the time of acceptance. Buyer's sole and exclusive remedy regarding any defect or non-conformance shall be as set out in the Warranty clause set out below.

8. PRODUCT CLASSIFICATION Products shall be classified as "Standard", "Non-Standard", "Custom" and/or such other category as Seller may determine.

9. CANCELLATION/RESCHEDULING Unless otherwise specified, for Standard and Non-Standard Products, Buyer may cancel or reschedule Orders prior to delivery to the carrier only upon giving advance written notice of at least 30 and 60 days, respectively, and at the written consent of Seller. For avoidance of doubt, in the event of any rescheduling, Buyer shall not be entitled to cancel any Products if the request for rescheduling was less than 60 days prior to the initial delivery date. If Seller consents to the cancellation of an Order for Products in Seller's discretion, Buyer shall pay Seller any supplier's restocking fee and reasonable cancellation charges. If Buyer requests an accelerated delivery date, Seller will use commercially reasonable efforts to meet such request. If Buyer requests a delayed delivery date, the rescheduled delivery date may be not be greater than 60 days later than the original delivery date. Any extra cost incurred by Seller to meet Buyer's request for rescheduling/cancellation will be Buyer's responsibility. There is no return privilege for both Standard & Non-Standard products unless otherwise specified in writing by Seller. Any Product that is or becomes designated as Custom shall be strictly considered as non-cancellable, non-returnable and non-reschedulable. Buyer assumes full liability for any Custom Product that: (a) has been shipped to Buyer and/or (b) is being held in Seller's inventory for Buyer and/or (c) has been ordered by Seller from and been manufactured by Seller's supplier, in whole or in part, and/or (d) is part work-in-process and/or pre-built value enhanced Product being held in Seller's or its subcontractor's inventory for Buyer. Buyer shall pay any cancellation charges invoiced by Seller by its supplier with respect to Custom Products, as well as any related labour, transportation raw materials and storage costs.

10. SELLER'S LIMITED WARRANTY Seller warrants to Buyer that, upon delivery to Buyer, the Products purchased hereunder shall conform to the applicable manufacturer's specifications for such Products and that any value-added work performed by Seller on such Products shall conform to applicable Buyer's specifications to such work. Seller makes no other warranty, express or implied, with respect to the Products. **IN PARTICULAR SELLER MAKES NO WARRANTY IN RESPECT OF THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR ANY INFRINGEMENT. ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.** With respect to Products which do not meet applicable manufacturer's specifications and with respect to value-added work by Seller which does not meet applicable Buyer's specifications, Seller's liability is limited, at Seller's election, to (1) refunding Buyer's purchase price for such Products (without interest), (2) repairing such Products, or (3) replacing such Products, PROVIDED however, that such Products must be returned to Seller, along with written warranty claims and valid evidence of purchase, within thirty (30) days from date of delivery, transportation charges prepaid. Seller shall transfer to Buyer whatever transferable warranties and indemnities Seller receives from the manufacturer of the Products, including any transferable warranties and indemnities in respect of patent infringement.

11. LIMITATION OF LIABILITY IN NO EVENT SHALL SELLER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THIS AGREEMENT OR ANY ORDER (WHETHER UNDER BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BRANCH OF LAW) EXCEED THE PURCHASE PRICE OF PRODUCTS.

12. DISPUTES All unresolved disputes under this Agreement concerning or in connection with Products shall be resolved in a court of competent jurisdiction at the location of Seller's place of business fulfilling the Order. Buyer consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. No action or other claim, regardless of form, arising out of or in any way connected with or related to Products, may be brought by Buyer more than one (1) year after the cause of the action or claim has accrued.