

STANDARD TERMS AND CONDITIONS

1. **ACKNOWLEDGEMENT:** The Seller must signify acceptance by signing and returning the Acknowledgement copy hereof. Nautel C-Tech Limited is not bound by any provisions printed or otherwise at variance with or in addition to the terms of this order that may appear on the acknowledgement form used by the Vendor unless specifically accepted in writing by Nautel C-Tech Limited. By acceptance of this order Seller agrees to be bound by and to comply with all the terms and conditions including any supplements thereto, and all specifications and other documents referred to in this order. Performance of the work called for by the order in the absence of Seller's written acknowledgment thereof shall be deemed acceptance of this order.
2. **ENTIRE AGREEMENT:** This Purchase Order, with such documents as are expressly incorporated herein by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included herein, and is intended also as a complete and exclusive statement of the terms of the agreement.
3. **WAIVER:** Any failure of ourselves at any time or from time to time to enforce or require the strict keeping and performance of any of the terms and conditions contained herein shall not constitute a waiver of such terms and conditions and shall not affect or impair such terms or conditions in any way or our right at any time to avail ourselves or such remedies as we may have for any breach or breaches of such terms and conditions.
4. **MODIFICATIONS:** No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by a Nautel C-Tech Limited Buyer.
5. **QUANTITIES:** It is the Seller's responsibility to furnish the proper quantity called for on this order. No variation in the quantities specified herein (over or under) will be accepted in fulfillment of this order except by prior written agreement. The Purchaser may retain any over shipments and consider them as having been delivered with the total price set forth in this order.
6. **EXTRA CHARGES:** No extra charges of any kind will be allowed unless specifically agreed to in writing by the Purchaser.
7. **LOSS OR DAMAGE IN TRANSIT:** Unless otherwise provided in this order, the risk of loss or damage to any material or services ordered shall remain with the Supplier until delivery to Nautel C-Tech Limited, the designated shipping point.
8. **WARRANTIES:** Seller warrants that all articles, material and work supplied by the Seller will conform to the specifications, drawings, samples or other descriptions set forth in the order or furnished by Buyer and will be of good material and workmanship and free from defect. All material or articles ordered are subject to final acceptance and approval at Buyer's plant, it being understood that payment, therefore, shall not constitute acceptance. Any materials or articles which defects upon inspection or during manufacturing operations, will be rejected and returned to Seller at Seller's expense for repair or replacement or if the Seller cannot make the repair or replacement in the required time by the Buyer to meet its delivery Schedules, for credit at Buyer's option. If Buyer finds it impractical to return defective material and articles for repair or replacement within a reasonable time, Buyer may effect cover by purchase or manufacture of similar supplies and charge the reasonable cost thereof to the Seller.
9. **PATENTS:** The Supplier warrants that the use or sale by us of the material or services herein specified will not infringe on any right of invention, patent, trademark, or process of manufacture, and agrees to indemnify and save us harmless against any costs, royalties, damages, or expenses arising out of any infringement or alleged infringement.
10. **NON-ASSIGNMENT:** Assignment of this order or any interest herein or any payment due or to become due hereunder, without the written consent of the Purchaser shall be void.
11. **DEFAULT:** Time is of the essence of this Purchase Order, except in instances of delay which are due to causes beyond the reasonable control and without the fault or negligence of Seller and all of its suppliers, direct and indirect at every subcontract level. Purchaser may by written notice of default to Seller (a) terminate the whole or any part of this order in any one of the following circumstances: (1) if Seller fails to perform within the time specified herein or any extension thereof, or (2) if Seller fails to perform any of the other provisions of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period (10) days or such longer period as Purchaser may authorize in writing after receipt of notice from Purchaser specifying such failure are (b) procure, upon such terms as it shall deem appropriate, supplies or services similar to those so terminated. Seller shall continue performance of this order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar supplies or services. As an alternate remedy, in lieu of termination for default, Purchaser, at its sole discretion may elect (1) to extend the delivery schedule and/or (2) to waive other deficiencies in Seller's performance, in which case an equitable reduction in the purchase order price shall be negotiated. In the event Seller for any reason anticipates difficulty in complying with Purchaser's delivery schedule, Purchaser may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by the Seller. The rights and remedies of the Purchaser provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Purchase Order.
12. **INSOLVENCY:** If Seller ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by the Seller, Purchaser may terminate this order without liability, except for deliveries previously made or for goods covered by this order then completed and subsequently delivered in accordance with the terms of the order.
13. **TERMINATION:** The Purchaser may terminate all or any part of this order at any time by written notice to Seller. Upon termination, Purchaser and Seller shall negotiate reasonable termination charges which will be identified by Seller within 30 days of termination.
14. **PURCHASER'S INFORMATION:** Seller shall keep confidential any technical, process or economic information derived from software, drawings, specifications and other data furnished by Purchaser in connection with this order and shall not divulge, directly or indirectly, such information for the benefit of any other party without obtaining Purchaser's prior written consent. Except as required for the efficient performance of this order, Seller shall not use such information or make copies or permit copies to be made of such software, drawings, specifications or other data without the prior written consent of Purchaser. If any reproduction is made with prior consent, notice referring to the requirements of the foregoing paragraph shall be provided thereon. Upon completion or termination of this order, Seller shall promptly return to Purchaser all materials incorporating any such information and any copies thereof, except for one record copy.
15. **INFORMATION DISCLOSED TO THE PURCHASER:** Any knowledge or information which the Seller shall have disclosed or may hereafter disclose to the Purchaser, and which in any way relates to the goods or services covered by this order and Purchaser's Material Schedule, shall not, unless otherwise specifically agreed in writing by the Purchaser, be deemed to be confidential or proprietary information and shall be acquired by Purchaser, free from any restrictions (other than a claim for patent infringement), as part of the consideration for this order and Purchaser's Material Schedule.
16. **PROPERTY:** In the manufacture of items to be supplied hereunder, Seller shall use jigs, fixtures, and/or other devices or appliances including software, in all processes where such use is conducive to interchangeability for uniformity of the product. All special tooling, data, software, or material of any kind which has been furnished by the Purchaser or the cost of substantial portion of the costs of which is charged to the Purchaser shall be and remain the personal property of the Buyer, and Seller shall not use such property except in filling Nautel C-Tech Limited orders without written consent. Such property while in Seller's custody or control shall be held at Seller's risk and shall be subject to removal at Purchaser's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Purchaser in the same condition as originally received by the Seller, reasonable wear and tear excepted, all at Seller's expense.
17. **PRICE:** Seller warrants that the prices set forth herein do not exceed those charged by the Seller to any other customer purchasing the same items in like or smaller quantities.
18. **LAW:** The Contract constituted hereunder shall be governed by and construed according to the laws of the Province of Ontario, Canada.