

General Terms and Conditions of Purchase (Terms)

The following Terms shall apply to any purchase of goods and/or services specified in the purchase order (Deliverables) by Siemens Canada Limited (Purchaser), and their acceptance is an express condition of such purchase. Supplier shall be deemed to have full knowledge of the Terms and such Terms shall be binding if the Deliverables are delivered to Purchaser or if Supplier does not within five days from the date hereof deliver to Purchaser written objection to said Terms.

1. GOVERNING TERMS/CONFLICT/MODIFICATION – No order will be recognized by Purchaser unless issued on Purchaser's purchase order (Order). The Order issued herein, together with the Terms and all Purchaser's documentation referenced in the Order shall constitute the contract between Purchaser and Supplier (Contract). In the event of any conflict or inconsistency between the Terms herein and the terms and conditions contained in any acknowledgment or in any other form issued by Supplier, whether or not any such form has been acknowledged or accepted by Purchaser, the Terms herein shall prevail. No waiver, alteration or modification of the Terms shall be binding upon Purchaser unless made in writing and signed by a duly authorized representative of Purchaser.

2. SHIPMENT/CHARGES/RISK OF LOSS/TITLE – Unless otherwise stated on the face of the Order, all Deliverables shall be delivered FCA (Incoterms 2010) from Supplier's facility. Supplier shall employ Purchaser's preferred carrier and method of shipment set out in the Siemens Canada routing guide, available at www.routingguides.com/siemens%20canada. For greater certainty, receipt by the carrier of such Deliverables at Supplier's facility does not constitute acceptance of Deliverables by Purchaser. Supplier shall ensure use of carrier designated by Purchaser and shall contract for carriage on usual terms at Purchaser's risk and expense. If Supplier does not have shipping instructions from Purchaser, Supplier shall obtain same. Supplier must obtain at his own risk and expense any export license or other official authorization and carry out, where applicable, all custom formalities necessary for the export of Deliverables. Deliverables will be handed over to the carrier as the transport mode and/or quantity and/or nature of Deliverables may require. Risk of loss and/or damage to Deliverables shall pass from Supplier to Purchaser upon transfer to the carrier, and title shall pass to Purchaser upon receipt of Deliverables as provided for herein, provided that vesting of title shall not constitute acceptance of Deliverables by Purchaser. Supplier shall suitably pack, mark and ship Deliverables in accordance with any instructions from Purchaser and the requirements of the carrier to secure the lowest possible transportation cost. Supplier shall be liable for any freight charges or damage to Deliverables resulting directly or indirectly from any failure by Supplier to comply with this provision. If Deliverables are deemed to be dangerous and or hazardous, Supplier shall ensure all legally required documentation is prepared and submitted to the carrier prior to shipment with copy to Purchaser. No transportation or delivery charges of any kind including packing, boxing, storage or cartage charges shall be paid by Purchaser or reimbursed to Supplier unless specifically agreed to by Purchaser in writing. For shipments originating outside of Canada, Supplier shall ensure that a commercial invoice certified in accordance with Canadian customs regulations (Customs Invoice) accompanies Deliverables clearly indicating the Order and consignee together with any export documents/permits required by the foreign customs authorities. The Customs Invoice should indicate the customs broker for clearance as advised by Purchaser. All Bills of Lading prepared on behalf of Purchaser shall also indicate the Order number. For shipments valued at less than \$2500 Canadian dollars, copies of customs documentation shall be faxed prior to shipment to 905-465-8166 attn: LVS Desk. All invoices, shipping documents and other writings pertaining to this Order shall refer to Purchaser's Order and/or contract number set out on the reverse hereof.

3. DELIVERY SCHEDULE – Supplier shall comply with the schedule and shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Deliverables shipped to Purchaser in advance of schedule may be returned to Supplier or warehoused at Supplier's expense.

4. DELAY IN DELIVERY – Time is of the essence. Supplier shall

ensure that delivery is made in all respects in accordance with the Order and delivery schedule of Purchaser. Supplier shall forthwith advise Purchaser of any anticipated delays. Purchaser reserves the right to reject any shipments or deliveries not then made or to cancel this Contract without any liability to Supplier and without prejudice to any of Purchaser's rights and remedies at law or equity, should Supplier fail to meet scheduled delivery or completion dates or if there is a reasonable likelihood of Supplier failing to meet such schedule.

5. INSPECTION/REJECTION/REPLACEMENT – All Deliverables shall be subject to inspection and test by Purchaser at all times and places including the period of manufacture and in any event prior to final acceptance by Purchaser to assess work quality, conformance with specifications, and conformance with all of Supplier's representations, warranties and covenants herein. No such verification shall relieve Supplier of its obligations and warranties hereunder. Deliverables shall not be deemed accepted until after such final inspection. If any Deliverables or parts thereof are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements set out herein, in addition to any other rights which it may have under applicable warranties, or under law, Purchaser shall have the right to reject and return such Deliverables for either full credit or a refund (at Purchaser's discretion) at Supplier's expense including payment of shipping charges incurred by Purchaser. All returned Deliverables shall be at Supplier's risk of damage or loss. Without limiting the foregoing, Purchaser shall also have the right to require that Supplier promptly and at its own expense repair, replace or restore any defective or deficient portion of Deliverables, to Purchaser's reasonable satisfaction. If Supplier is unwilling to or unable to effect prompt replacement, Purchaser may use its own facilities or contract with a third party at Supplier's expense. Neither the failure of Purchaser to inspect, nor acceptance of, nor payment for any Deliverables shall prejudice Purchaser's rights under this paragraph. Supplier's records relating to the manufacture or provision of Deliverables shall be maintained for a minimum of six (6) years following delivery unless otherwise agreed in writing by Purchaser.

6. COMPLIANCE WITH LAWS – Supplier shall comply with all laws and regulations, including without limitation, international, federal, provincial, municipal and local laws and codes, quality system standards and quality assurance requirements, privacy requirements, environmental standards and any additional technical codes, standards or norms which Purchaser may specify in writing.

7. CODE OF CONDUCT – The Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier shall take responsibility for the health and safety of its employees. The Supplier shall act in accordance with the applicable environmental laws. The Supplier shall use reasonable efforts to promote this Code of Conduct among its suppliers. In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate this Contract in case of breach of the obligations set out in paragraph 6 and/or this paragraph 7. However, provided that the Supplier's breach of paragraph 6 and/or this paragraph 7 is capable of remedy, Purchaser's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by Purchaser.

8. WARRANTIES – Supplier warrants that Deliverables: (a) are free from defects in design, materials and workmanship for a period of 12 months from the date of acceptance by Purchaser; (b) conform with all specifications attached or contained in the Order and all documentation and information provided by Purchaser for the Deliverables; (c) are fit for their intended purpose; (d) are new, unused (unless otherwise specified in this Order) and merchantable. To the extent services are to be provided hereunder, Supplier warrants that all work rendered shall be

Careful and proper and in full compliance with specifications and shall be in accordance with the best current practices in the industry and with the highest engineering or other applicable professional standards. The foregoing warranties shall survive any testing, inspection or acceptance by Purchaser of Deliverables. The warranties set forth above shall not be subject to any disclaimer or exclusion of warranties or to any limitation of Supplier's liability herein.

9. INDEMNITY – Supplier shall indemnify, defend and hold harmless Purchaser, its affiliates and their respective directors, officers, employees, agents, consultants and subcontractors from and against any and all expenses, costs, claims, losses, actions, lawyer's fees, damages, duties, taxes, penalties or liabilities (including without limitation special and consequential damages, and including the costs of replacing or recalling Purchaser's equipment which may be damaged or rendered defective by materials furnished or work done in breach of warranties), or any amounts incurred by or which may become payable by Purchaser arising directly or indirectly (i) out of any breach by Supplier of the Terms, including failure to provide to Purchaser, prior to shipment of Deliverables, the information required in paragraph 13 herein, or as a result of the provision by Supplier of incorrect information/invalid certificates of origin as provided thereunder and (ii) from any claims or actions arising from bodily injury (including injuries resulting in death) or loss of or damage to property of others which may result, directly or indirectly, from the negligent or wrongful acts of Supplier or its directors, officers, employees, agents or subcontractors relating to the performance of this Contract or any Deliverables supplied hereunder.

10. INTELLECTUAL PROPERTY – Supplier warrants that Purchaser and its customers may freely use, resell or otherwise deal with Deliverables without infringement of patents, copyrights, trademarks, trade secrets or other intellectual property rights held by Supplier or any third party. Supplier agrees to indemnify and hold harmless Purchaser from any claim, action, cost or damage whatsoever arising from the alleged or actual infringement of any patent, trademark, copyright, industrial design or other intellectual property right resulting from the purchase and sale, use, or resale of Deliverables. If Deliverables or any activity in connection therewith are held to be an infringement and their use is enjoined, Supplier shall promptly, at the option of Purchaser, secure for Purchaser the right to continue using or reselling Deliverables; replace Deliverables with non-infringing Deliverables; modify Deliverables such that they are no longer infringing; or, if unable to do any of the foregoing, remove the infringing Deliverables and indemnify Purchaser for any direct or indirect losses, costs or damages resulting from such infringement.

11. CONFIDENTIAL INFORMATION – Unless otherwise expressly stated in writing, all information including general business information, financial data, technical data, reports, photographs, electronic files, specifications, software, drawings, tools, dies, patterns, plans methods or other intellectual property (Information), supplied, conceived or prepared by Supplier or by Purchaser or both in connection with this Contract, shall be the property of Purchaser, shall be considered confidential, shall not, at any time, be disclosed to a third party by Supplier without written consent of Purchaser and shall be used solely for the purpose of supplying Deliverables. Upon termination of this Contract, Purchaser may request Supplier to deliver all the Information to Purchaser and such Information shall not be utilized, directly or indirectly, by Supplier for the use or benefit of Supplier or any other person.

12. PAYMENT – Prices herein specified shall, unless otherwise expressly stated, be fixed in Canadian dollars inclusive of all duties of any kind and all packaging and loading, but exclusive of any federal or provincial taxes (GST/PST) which shall be shown as a separate line item on Supplier's invoice. Invoices will be paid within 90 days from receipt of an accurate and complete invoice by Supplier, unless a discount is permitted for payments made within another period. Purchaser shall be entitled to set-off against any amounts owing to Supplier, any amounts owing by Supplier hereunder, including, under paragraph 13.

13. EXPORT CONTROL, CUSTOMS AND FOREIGN TRADE REGULATIONS – Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"), and shall obtain all necessary export licenses, unless Purchaser or any party other than Supplier is required to apply for the

export licenses pursuant to applicable Foreign Trade Regulations. Supplier will provide to Purchaser in writing, at least two weeks prior to the shipment date of Deliverables, and in case of changes without undue delay: (i) information necessary for a true, valid and complete customs declaration to be made by Purchaser to the Canada Border Services Agency ("CBSA"); (ii) certificates and other proof of origin of Deliverables to qualify for available duty-free or preferential duty under Canadian law; and (iii) for Deliverables subject to the re-export regulations of the United States of America (the "U.S."), or containing U.S. parts manufactured under a U.S. license, the Export Control Classification Number (ECCN) for each item and any other information required under applicable laws. Supplier will immediately notify Purchaser of any CBSA investigation as to origin of Deliverables and will fully participate and cooperate in any such CBSA review or audit, including any appeals. Supplier shall be liable for any expense, loss and/or damage incurred by Purchaser due to any breach of its obligations under this section. Purchaser shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

14. ENVIRONMENTAL PROTECTION, DUTIES TO DECLARE – Should supplier deliver products which are subject to statutorily-imposed substance restrictions and/or information requirements (e.g. REACH, RoHS), supplier shall declare such substances in the web database BOMcheck (www.BOMcheck.net) or in a reasonable format provided by Purchaser no later than the date of first delivery of products. The foregoing shall only apply with respect to laws which are applicable at the registered seat of supplier or Purchaser, or at the designated place of delivery requested by Purchaser. Furthermore, supplier shall also declare all substances which are set out in the so-called "Siemens list of declarable Substances" applicable at the time of delivery in the manner described above.

15. INSURANCE – Supplier shall, before commencing any work hereunder, at its own expense, procure and maintain with public bodies or insurance companies acceptable to Purchaser (a) Workplace Safety and Insurance Board insurance (or the equivalent thereof outside of Ontario) (WSIB) when work is performed on the property of Purchaser or its customer, and shall provide Purchaser with a certificate of clearance from the WSIB; and (b) Comprehensive General Public Liability Insurance, including coverage for contractual liability, bodily injury, product and completed operations liability and property damage with a minimum limit of \$2,000,000 per occurrence. Upon request, Supplier shall provide Purchaser with a certificate evidencing such insurance coverage, which shall include Purchaser as additional insured and shall state that 30 days notice of cancellation or modification of the insurance coverage shall be given to Purchaser.

16. FORCE MAJEURE – Neither party shall be liable for any delay or failure of performance due solely to causes beyond its control without its fault or negligence including without limitation acts of God, strikes, fires, war, riot, flood, provided that Supplier has given notice in writing to Purchaser of any such cause for delay or anticipated delay promptly after first obtaining notice thereof and has used its best efforts to make deliveries as expeditiously as possible taking such cause for delay into account. Should Supplier be unable, due to such a cause, to meet all of its delivery commitments for Deliverables ordered herein, Supplier shall not give preference to any other customer in making deliveries of such Deliverables. If Purchaser believes that the delay or anticipated delay in Supplier's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operations, Purchaser may at its option, and without liability to Supplier, cancel outstanding deliveries hereunder wholly or in part.

17. MISCELLANEOUS – No assignment of this Contract or of monies due or to become due hereunder shall be made by Supplier without prior written consent of Purchaser. Purchaser in its sole discretion may assign its rights hereunder to its affiliates or to third party purchasers. Paragraphs 8,9,10 and 11 shall survive termination and expiration of this Contract. The parties hereby agree that the *International Sale of Goods Act* (Ontario) will not apply to Deliverables or this purchase. Failure or delay by either party in enforcing any right or provision hereof shall not be deemed a waiver of such provision or right. A determination that any provision herein may be unenforceable or invalid shall not affect the enforceability or validity of the remaining provisions hereof.

18. GOVERNING LAW – This Contract shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

19. INDEPENDENT CONTRACTOR – The parties herein are two independent entities. Supplier is engaged as an independent contractor solely for the purpose of providing the Deliverables. Supplier is solely responsible for all losses and expenses prudent to performing its obligations hereunder.

20. NOTICES – All notices given hereunder shall be in writing and may be sent by registered mail, courier or by facsimile transmission if also sent by regular or registered mail, and addressed to the receiving party at the address set out in the Order or as subsequently agreed between the parties. Notices shall be deemed to be given when received by the other party.

21. CANCELLATION AND CHANGES – The right is reserved to Purchaser to either cancel this Order in whole or in part or to change it at any time, including additions or deletions to quantities, upon notice in writing to Supplier. If cancellation takes place, delivery shall be accepted at the purchase price of all Deliverables completed prior to receipt of notice of cancellation. Supplier shall immediately comply with such notice and take all steps necessary to minimize the cost of terminating or changing this Contract. If changes affect delivery or price, Supplier shall immediately notify Purchaser. Except as otherwise agreed in writing, Purchaser shall not be liable for any costs arising from such notice, including but not limited to loss of anticipated profits or loss of opportunity.

22. TERMINATION – If Supplier ceases to conduct its operation in the normal course of business (including inability to meet its obligations as they mature), or if any proceeding under the bankruptcy or insolvency laws is brought by or against Supplier, or a receiver for Supplier is appointed or applied for, or an assignment for the benefit of creditors is made by Supplier, or it has not, to the satisfaction of Purchaser, complied with any of the requirements contained in paragraph 13, Purchaser may terminate this Contract without liability, except for deliveries previously delivered in accordance with the Contract.

23. LIMITATION OF LIABILITY – Notwithstanding any other provision herein or any applicable statutory provisions, Purchaser shall not be liable to Supplier, its assistants or any third party for indirect, special, consequential, incidental or punitive damages arising directly or indirectly from any breach of this Contract or from any acts or omissions of its officers, employees or agents which may give rise to any liability (whether in tort, including for negligence, strict liability or under any other theory of legal liability). In no event shall the aggregate liability of Purchaser exceed the purchase price herein.

24. INDUSTRIAL REGIONAL BENEFITS – This Order may be entered into partial fulfillment of Industrial Regional Benefits (IRB) commitments on behalf of Purchaser to the Government of Canada. Supplier may be required to identify the Canadian Content Value (CCV) of the Deliverables supplied hereunder.