

ONLINE TERMS AND CONDITIONS OF SALE

1. Incorporation and Definitions. These Online Terms and Conditions of Sale (“**Terms and Conditions**”) are incorporated into and made a part of the Application for New Account/Credit submitted by Applicant and approved by Company (the “**Application**”) and any purchase order submitted by Applicant to, and accepted by Company and all Order Acknowledgements and Invoices issued by Company to Applicant, as fully as if therein set forth at length. Capitalized terms used herein not otherwise defined shall have the meanings therefore set forth in the Application. Applicant as used herein shall mean the Applicant in the Application and the “**Customer**” in any Order Acknowledgement or Invoice issued by Company to Applicant. None of the Terms and Conditions may be altered by Applicant other than in a writing executed by an authorized representative of Company. Applicant is advised to carefully review and consider the provisions of these Terms and Conditions as all of the same are fully binding upon Applicant. Company reserves the right to, in the sole discretion of Company, from time to time make changes, deletions and/or additions to the Terms and Conditions. Effective upon notice to Applicant of any such changes, additions or deletions, the same shall become fully binding upon Applicant.
2. Internet. Applicant shall not directly or indirectly process, make, solicit or accept orders for reselling Products or resell Products via the Internet or any website. Applicant may resell Products only at the Applicant’s physical location via actual customer visit to such location. Company reserves the right to invalidate the Standard Limited Warranty (as herein defined) for and with respect to any unauthorized resale of Products in contravention of this Section. Applicant acknowledges that Company could encounter severe liability issues in the event Applicant fails to comply with this Section. Applicant shall defend, indemnify, and hold harmless the Indemnities (as herein defined) for any violation of or failure to comply with this Section by Applicant.
3. Products. Products may be modified, replaced or removed from the definition of Products without prior notice to Applicant at any time.
4. Warranties, Representations and Covenants of Applicant. Applicant represents, warrants and covenants to Company as follows:
 - A. if Applicant is a corporation, partnership, LP, LLP, LLC or ULC, Applicant’s name (if Applicant is in Canada in both official languages if Applicant has a bilingual name), and its jurisdiction of formation/organization/incorporation/establishment are accurately set out in the Application;
 - B. Applicant shall, at its own expense, promptly execute and deliver to Company such further documentation and assurances and take such further action as Company may from time to time require in order to more effectively carryout the intent and purpose of the Application, including: filing, or if Applicant is located in the United States, the applicable *Uniform Commercial Code* (“UCC”), or if Applicant is located in Canada, (but not in Quebec) the applicable *Personal Property Security Act* (“PPSA”), financing statements with respect to the Products and Proceeds (as defined in the applicable UCC or PPSA in effect where the Applicant is located); or filing, if Applicant is located in Quebec, Canada, the applicable RD Form (*Réquisition d’inscription d’une réserve de propriété et de la cession de la réserve de propriété*) at the Register of Personal and Movable Real Rights (Quebec) with respect to the Products. Where not contrary to federal, state, provincial or local law, the Applicant waives delivery to it of copies of any financing statements or RD Forms; and
 - C. none of Applicant, the owners, affiliates, officers or principals of Applicant or any persons with whom Applicant engages in transactions related to the Products are persons with whom Canadian or United States persons are restricted from doing business under regulations of either:
 - a) the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on the OFAC Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to

Commit, or Support Terrorism), list or other governmental action, or have been indicted for or convicted of any Patriot Act Offense (as defined herein); and

- b) the Canadian economic sanctions legislation including the *Export and Import Permits Act* (Canada) and the *Special Economic Measures Act, Foreign Extraterritorial Measures Act* (Canada), *Proceeds of Crime (Money Laundering) and Terrorism Financing Act* (Canada) and the *United Nations Act* (Canada), by which Canada adopted the OFAC Specially Designated Nationals and Blocked Persons List or the Criminal Code (Canada) for the crimes of aiding or abetting the crimes of money laundering or terrorism financing.

5. Programs. Applicant may offer customers such terms, discounts and financing programs to facilitate the resale of Products, as Applicant in the sole discretion of Applicant, deems necessary and appropriate and nothing herein shall be interpreted to in any way limit or control rates, prices, terms, discounts or financing programs offered by Applicant.
6. Taxes. Applicant shall pay and indemnify Indemnitees from and against all importation customs duties assessed by Canada or the United States on the Products and all taxes (except the income taxes of Company), fees, assessments, charges and liabilities of every kind whatsoever, that are based upon the purchase, importation, retail sales, resale, use, ownership, and/or servicing of Products. Applicant will provide to Company appropriate certificates or other evidence of non-taxability of sales of Products by Company to Applicant as may be applicable and required by Company. Company in the sole discretion of Company may charge and collect from Applicant, including in connection with the sale of Products by Company to Applicant as part of, in addition to or together with the price paid by Applicant to Company for Products, any of the forgoing duties, taxes, fees, assessments, charges and liabilities, and pay or hold the same for payment to, the appropriate authorities.
7. Applicant Not Franchisee. The relationship between Company and Applicant is that of vendor and vendee, and not of principal and agent, and Applicant is not a franchisee of Company. No community of interest between Applicant and Company is created by the Application or any Order Acknowledgement or Invoice or otherwise exists. Applicant has not paid and does not pay any fee or other consideration, directly or indirectly, monetary or otherwise, to Company for purchase of Products other than the price therefor. Applicant is solely and exclusively responsible for and shall freely determine and establish the means and methods for any authorized resales of Products. Specifically, Company has no involvement in, responsibility as to or power or authority over the hiring or terminating of employees of Applicant, the terms, conditions and circumstances of the employment by Applicant of employees, the number of employees of Applicant, the days and hours of operation of Applicant, the nature, type, size, location and number of facilities from which Applicant conducts business, and the procurement and retainage by Applicant of the various business aspects of Applicant, and any other product lines which Applicant resells. Applicant is entitled and empowered and is not limited or prohibited by Company from exercising full, independent judgment and decision making with respect to all of the foregoing and any and all other aspects of the business of Applicant.
8. Costs and Expenses. Applicant will pay all costs and expenses incurred by Applicant in connection with the business operations of Applicant, including, any commission or other compensation payable to agents, representatives or employees engaged or employed by Applicant, any expenses for travel and entertainment and any cost of maintaining office, showroom and warehouse facilities. In no event shall Company be responsible for any cost or expense incurred by Applicant except as specifically agreed to in writing in advance by Company.
9. Export Control. Products are sold to Applicant for, if authorized by Company, resale within the jurisdiction(s) in which Applicant is organized/incorporated/established/formed and/or qualified to transact business as set forth in the Application (for purposes of this Section, the “Area”) only. Should the Area include any area or place outside of the United States or Canada, then excepting for Cuba with which Applicant, if located in Canada is free to trade, any other export, transfer, resale, or other disposition of the Products or any technology, hardware components, firmware or software contained therein out of the United States or Canada (collectively, “**Diversion**”) is subject to and must be made in accordance with all applicable law. Diversion contrary to applicable law is strictly prohibited. In furtherance of the foregoing, Applicant

shall: comply with all applicable export/export control laws, rules and regulations of the United States and all other foreign countries, governments, agencies or authorities including, if applicable, the International Traffic-In-Arms Regulations (collectively, “**Export Laws**”); and, not execute any Diversion in violation of any Export Laws, or without all necessary exemptions/approvals/authorizations/licenses. Applicant acknowledges that Diversion of Products may require export/export control licenses/approvals/authorizations/exemptions from the United States government or foreign countries, governments, agencies or authorities. In cases where licenses, authorizations, exemptions or approvals are required, Applicant shall be solely responsible for obtaining the same. Applicant shall bear all expenses relating to obtaining any necessary licenses, authorizations, exemptions or approvals required under all Export Laws with respect to any Diversion. Anything contained herein, in the Application or in any Order Acknowledgement or Invoice issued to Applicant by Company, to the contrary notwithstanding there shall be no Diversion to:

- A. any country subject to United States trade sanctions applicable to Products, except Cuba if Applicant is located in Canada;
 - B. individuals or entities controlled by the aforescribed countries;
 - C. nationals or residents of the aforescribed countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or
 - D. to any named person on the OFAC Specially Designated Nationals and Blocked Persons List or on the United States Department of Commerce Bureau of Export Administration Denied Persons or Entities List, or to any other person subject to other government lists applicable to Products (or any other similar lists that may be promulgated or maintained by the United States government from time to time). Upon request by Company, Applicant shall provide Company with all Applicant customer information and documentation required to maintain strict compliance with all Export Laws. Applicant shall take all actions as may be reasonably necessary to assure that no customer of Applicant contravenes any Export Laws or the provisions of any related authorizations, approvals, licenses or exemptions.
10. Income Tax Gross Up. All payments payable under the Application whether principal, interest or otherwise shall be paid in full, free and clear of any present or future taxes, levies, imports, duties, charges, fees or withholdings and without set off or counterclaim or any restriction or condition or deduction whatsoever. If the Applicant is compelled by law to make any deduction whatsoever, the Applicant will ensure that the same does not exceed the minimum liability therefor and will promptly pay Company such additional amount as will result in the net amount received by the Company being equal to the full amount which would have been received had there been no deduction or withholding.
11. WARRANTY. COMPANY MAKES NO WARRANTIES, GUARANTEES OR OTHER REPRESENTATIONS, EXPRESS OR IMPLIED, NOR ANY IMPLIED CONDITIONS, WITH RESPECT TO PRODUCTS (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXCEPT AND ONLY TO THE EXTENT OF THE STANDARD LIMITED WARRANTY OF COMPANY FROM TIME TO TIME IN EFFECT FOR AND APPLICABLE TO PRODUCTS, WHICH IS PROVIDED IN WRITING BY COMPANY WITH SALES OF PRODUCTS TO APPLICANT OR AVAILABLE FROM COMPANY UPON REQUEST OR POSTED ON THE OFFICIAL WEBSITE OF COMPANY (THE “**LIMITED WARRANTY**”). THE LIMITED WARRANTY MAY CONTAIN DIFFERENT PROVISIONS APPLICABLE TO DIFFERENT COMPONENTS OF PRODUCTS. PRODUCTS SOLD TO APPLICANT ARE SOLD ONLY WITH AND SUBJECT ONLY TO THE LIMITED WARRANTY. APPLICANT IS NOT AUTHORIZED TO MODIFY, ENLARGE, ALTER, REVISE, EXTEND OR AMEND THE LIMITED WARRANTY OR TO ASSUME ON BEHALF OF COMPANY ANY OTHER DUTY, OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS. IN THE EVENT THAT ANY CHANGE OR ALTERATION (INCLUDING THE REMOVAL OR OBLITERATION OF ANY LABEL, WARNING, INSTRUCTION OR PLATE) IS MADE IN OR TO PRODUCTS, EXCEPT AS MAY BE REQUIRED BY LAWS, REGULATIONS OR GOVERNMENTAL ORDERS AND WHICH COMPANY APPROVES IN ADVANCE AND EXCEPT SUCH OTHER CHANGE OR ALTERATION AS IS APPROVED IN WRITING IN ADVANCE BY

COMPANY OR IF APPLICANT ALLOWS, PROMOTES, AUTHORIZES OR ENCOURAGES APPLICATION, OPERATION, MAINTENANCE, STORAGE, CONNECTION, INSTALLATION OR USE OF PRODUCTS INCONSISTENT WITH ANY LAW, REGULATION OR GOVERNMENTAL ORDER OR ANY SPECIFICATION, LABEL, MANUAL, BULLETIN, FIELD CAMPAIGN, GUIDE, INSTRUCTION, WARNING OR RECOMMENDATION OF COMPANY, THEN ALL DUTIES, LIABILITIES AND OBLIGATIONS OF COMPANY UNDER THE LIMITED WARRANTY AND OTHERWISE SHALL FORTHWITH TERMINATE AND APPLICANT SHALL INDEMNIFY INDEMNITEES FOR, AND HOLD INDEMNITEES FOREVER HARMLESS AGAINST AND FROM ALL LIABILITY TO ANY CUSTOMER OF APPLICANT OR USER OF PRODUCTS OR ANYONE CLAIMING THROUGH, UNDER OR ON BEHALF OF APPLICANT OR SUCH CUSTOMER OR USER, INCLUDING LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR ECONOMIC OR MONETARY LOSS, AND INCLUDING ANY AND ALL COSTS INCURRED AS A RESULT OF DEFENDING ANY SUIT OR ACTION ASSERTING OR ALLEGING ANY SUCH LIABILITY AS MAY BE REASONABLY REQUIRED. COMPANY SHALL BE UNDER NO OBLIGATION TO PERFORM UNDER ANY CLAIM UNDER THE LIMITED WARRANTY UNTIL AND UNLESS COMPANY HAS RECEIVED PROMPT NOTICE FROM APPLICANT OF AN ALLEGED DEFECT IN PRODUCTS AND HAS DETERMINED THAT SUCH DEFECT EXISTS. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION, COMPANY PARTIES (AS HEREIN DEFINED) SHALL HAVE AND ASSUME NO DUTY, LIABILITY OR RESPONSIBILITY FOR ANY PRODUCTS WHICH FAIL TO FUNCTION BY REASON OF ANY ONE OR MORE OF THE FOLLOWING CAUSES, TO WIT:

- A. ABUSE OR MISUSE OR OPERATION, USE, APPLICATION, STORAGE, MAINTENANCE, CONNECTION OR INSTALLATION OF PRODUCTS CONTRARY TO ANY LAW, REGULATION OR GOVERNMENTAL ORDER OR ANY SPECIFICATION, LABEL, GUIDE, WARNING, RECOMMENDATION OR INSTRUCTION FROM COMPANY;
- B. FAILURE TO PERFORM MAINTENANCE OF PRODUCTS AS DIRECTED, REQUIRED, INSTRUCTED OR RECOMMENDED BY COMPANY;
- C. ALTERATION OR MODIFICATION OF PRODUCTS WHICH IS UNAUTHORIZED OR WARNED AGAINST BY COMPANY OR MAY RESULT IN DAMAGE TO PRODUCTS;
- D. FAILURE TO USE OR OPERATE PRODUCTS IN ACCORDANCE WITH LAWS, REGULATIONS AND GOVERNMENTAL ORDERS AND THE SPECIFICATIONS, INSTRUCTIONS, GUIDES, WARNINGS, LABELS AND RECOMMENDATIONS OF COMPANY;
- E. REPAIR, MAINTENANCE, INSTALLATION OR SERVICING OF PRODUCTS PERFORMED BY UNAUTHORIZED PERSONS;
- F. FORCE MAJEURE INCLUDING NATURAL DISASTER, FIRE, FLOOD, ACCIDENTS OR THE LIKE; OR
- G. ANY CAUSE SPECIFIED IN THE LIMITED WARRANTY.

12. LIMITATION OF LIABILITY, REMEDIES AND DAMAGES. THE SOLE, DUTY, RESPONSIBILITY AND LIABILITY OF: COMPANY; THE SELLER OF PRODUCTS TO COMPANY; ANY SHAREHOLDER OF COMPANY; INDEMNITEES; AND, THE MANUFACTURER(S) OF PRODUCTS OR COMPONENTS OF PRODUCTS (COLLECTIVELY, "**COMPANY PARTIES**"), INCURRED BY OR ARISING OUT OF OR WITH RESPECT TO: THE APPLICATION, ANY ORDER ACKNOWLEDGEMENT OR INVOICE ISSUED BY COMPANY; THE SALE, RESALE AND OPERATION OF PRODUCTS; THE RELATIONSHIP OF COMPANY WITH APPLICANT; OR THE SUPPLY OF PRODUCTS, OTHER GOODS OR SERVICES BY COMPANY PARTIES, AND THE EXCLUSIVE REMEDY OF APPLICANT (OR ANYONE CLAIMING THROUGH, UNDER OR ON BEHALF OF APPLICANT) AGAINST COMPANY PARTIES UNDER THE APPLICATION, ANY ORDER ACKNOWLEDGEMENT OR INVOICE ISSUED BY COMPANY, THE LIMITED

WARRANTY, OR OTHERWISE SHALL BE LIMITED TO REPAIR OF PRODUCTS NOT CONFORMING TO THE LIMITED WARRANTY, OR, IF DEEMED NECESSARY IN THE SOLE AND ABSOLUTE JUDGMENT OF COMPANY AND AT THE SOLE AND ABSOLUTE DISCRETION OF COMPANY, THE REMOVAL OF SUCH PRODUCTS (BUT ONLY IF FREE OF ALL LIENS AND ENCUMBRANCES AND WITH THE FULL COOPERATION OF APPLICANT AND WITH FULL ACCESS THERETO) AND THE RETURN TO APPLICANT OF MONIES ACTUALLY PAID TO COMPANY IN CONNECTION WITH THE PURCHASE OF SUCH PRODUCT(S), WITHOUT INTEREST, LESS AN AMOUNT EQUAL TO THE DEPRECIATION IN VALUE OF SUCH PRODUCTS INCURRED DURING POSSESSION OR USE OF SUCH PRODUCTS BY PERSONS OTHER THAN COMPANY. THE TOTAL WARRANTY OR ANY OTHER LIABILITY OF COMPANY PARTIES SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID TO COMPANY BY APPLICANT WITH RESPECT TO SUCH PRODUCTS, WHICH GIVE RISE TO ANY CLAIM, LOSS OR DAMAGE. IN NO EVENT SHALL COMPANY PARTIES BE LIABLE TO APPLICANT OR ANYONE CLAIMING ON BEHALF OF, UNDER OR THROUGH APPLICANT, FOR ECONOMIC OR MONETARY LOSS; OR COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, ARISING IN CONTRACT, STRICT LIABILITY OR IN TORT (INCLUDING NEGLIGENCE), AT EQUITY OR AT LAW, INCLUDING ANY DAMAGE FOR LOST PROFITS OR FAILURE TO MEET ANY OBLIGATION. THIS LIMITATION OF REMEDIES: HAS BEEN NEGOTIATED BY COMPANY AND APPLICANT; IS REASONABLE; ENABLES APPLICANT TO RECEIVE THE BENEFIT OF A LOWER PRICE FOR PRODUCTS THAN WOULD APPLY IN THE ABSENCE OF SUCH LIMITATION; IS DEEMED TO BE FAIR, REASONABLE AND ADEQUATE BY APPLICANT AND COMPANY; AND, IS INTENDED TO SURVIVE EVEN IF THE REMEDY IS CLAIMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE FULL AND COMPLETE PERFORMANCE OF ALL OBLIGATIONS OF APPLICANT TO COMPANY IS A CONDITION PRECEDENT TO ALL OBLIGATIONS, DUTIES OR LIABILITIES OF COMPANY RECITED HEREIN AND UNDER THE LIMITED WARRANTY. THE LIMITED WARRANTY IS INTENDED TO CREATE NO RIGHTS IN THIRD PERSONS OR ANY THIRD PARTY BENEFICIARIES.

13. Interpretation of Warranty. In the event of any inconsistency or conflict between the Application, the other of the Terms and Conditions and the Limited Warranty, the Limited Warranty shall govern, control and supersede. Specifically, additional limitations upon and exclusions from the Limited Warranty may apply as set forth in the Limited Warranty.
14. Governing Law; Jurisdiction; Venue. THE APPLICATION, ANY ORDER ACKNOWLEDGEMENT OR INVOICE ISSUED BY COMPANY, THESE TERMS AND CONDITIONS, THE RELATIONSHIP BETWEEN APPLICANT AND COMPANY AND ANY TRANSACTION BETWEEN COMPANY AND APPLICANT INCLUDING THE SALE AND PURCHASE OF PRODUCTS, SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS, AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THAT STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. APPLICANT IRREVOCABLY CONSENTS AND WAIVES ANY OBJECTION TO THE JURISDICTION AND PROPRIETY AND CONVENIENCE OF VENUE AND FORUM OF ANY COURT OF GENERAL JURISDICTION LOCATED WITHIN THE COUNTIES OF COOK OR LAKE IN THE STATE OF ILLINOIS WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE APPLICATION, ANY ORDER ACKNOWLEDGEMENT OR INVOICE ISSUED BY COMPANY, THESE TERMS AND CONDITIONS, THE RELATIONSHIP BETWEEN APPLICANT AND COMPANY AND ANY TRANSACTION BETWEEN COMPANY AND APPLICANT, INCLUDING THE SALE AND PURCHASE OF PRODUCTS. THE SENDING BY PRIVATE COURIER SERVICE TO ANY ADDRESS OF APPLICANT SET FORTH IN THE APPLICATION OF ANY PROCESS SHALL CONSTITUTE LAWFUL AND VALID SERVICE OF PROCESS IN ANY SUCH PROCEEDING, SUIT OR CONTROVERSY. APPLICANT SHALL BRING ANY LEGAL OR ADMINISTRATIVE SUIT, LITIGATION, CONTROVERSY OR PROCEEDING ARISING OUT OF OR RELATED TO THE APPLICATION, ANY ORDER ACKNOWLEDGEMENT OR INVOICE ISSUED BY COMPANY, THESE TERMS AND CONDITIONS, THE RELATIONSHIP BETWEEN APPLICANT AND COMPANY AND ANY TRANSACTION BETWEEN COMPANY AND APPLICANT, INCLUDING THE SALE AND PURCHASE OF PRODUCTS, ONLY IN THE FEDERAL OR STATE COURTS LOCATED IN THE COUNTIES OF COOK OR LAKE IN THE STATE OF ILLINOIS. IN THE EVENT

APPLICANT INSTITUTES ANY LEGAL OR ADMINISTRATIVE SUIT, LITIGATION, CONTROVERSY OR PROCEEDING IN ANY COURT OTHER THAN THOSE SPECIFIED ABOVE, APPLICANT SHALL ASSUME ALL OF THE COSTS OF COMPANY IN CONNECTION THEREWITH AND WITH THE REMOVAL OR TRANSFER THEREOF TO A FEDERAL OR STATE COURT LOCATED IN THE COUNTIES OF LAKE OR COOK IN THE STATE OF ILLINOIS, INCLUDING ALL LEGAL AND PARALEGALS' FEES, (ON A SOLICITOR-CLIENT, FULL INDEMNITY BASIS IN CANADA).

15. Product Changes By Applicant. Applicant shall not alter, accessorize or change any Products, except as required by law and approved in writing in advance by Company.
16. Waiver/Trial By Jury TO THE FULLEST EXTENT PERMITTED BY LAW, APPLICANT HEREBY WAIVES TRIAL BY JURY IN ANY LEGAL OR ADMINISTRATIVE SUIT, LITIGATION, CONTROVERSY OR PROCEEDING IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR RELATED TO THE APPLICATION, ANY ORDER ACKNOWLEDGEMENT OR INVOICE ISSUED BY COMPANY, THESE TERMS AND CONDITIONS, THE RELATIONSHIP BETWEEN APPLICANT AND COMPANY AND ANY TRANSACTION BETWEEN COMPANY AND APPLICANT, INCLUDING THE SALE AND PURCHASE OF PRODUCTS.
17. Interpretations. All words or phrases used herein shall have the meanings ascribed thereto hereby or by the Application, or if such is silent, then there shall be ascribed thereto the normal, everyday meanings thereof as used in business and commercial enterprise. Unless specifically designated otherwise, the use of the word(s): "parties" or "party" shall mean Applicant and/or Company; "person" or "persons" shall mean natural individuals or any recognized form of business organization, enterprise or entity; and "includes" or "including" or similar words shall be construed as if followed by the phrase "...without being limited to...". As used herein references to "and" as well as to "or" shall be construed either conjunctively or disjunctively as necessary and wherever appropriate. As used herein "**Patriot Act Offense**" means any violation of any criminal law or any act that would be a violation of any criminal law if committed within the jurisdiction of the United States or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under: criminal laws against terrorism; criminal laws against money laundering, the Bank Secrecy Act, as from time to time amended; the Money Laundering Control Act of 1986, as from time to time amended; the Patriot Act of 2001 as from time to time amended; or, the USA Freedom Act as from time to time amended, and also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. The singular form of any word used herein shall be interpreted to include the plural or vice versa. The masculine, feminine or neuter form of any word used herein shall be interpreted to be that necessary for factual or grammatical accuracy. All of the foregoing shall be construed to give proper meaning and grammatical form to the words, terms, phrases and sentences used herein or in the Application. Neither the Application nor any other of the Terms and Conditions shall be construed more strictly against Company than Applicant merely by virtue of the fact that the same has been prepared by legal counsel for Company. It is recognized and acknowledged by the parties that each and the respective legal counsel therefor have contributed substantially and materially to the preparation, form, substance and content of the Application and the Terms and Conditions. The various headings used herein are for convenience only and shall not be used in interpreting the text before which the same appear. The Application may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument. Electronic or digital execution of the Application or a facsimile, PDF or JPEG copy of an executed copy of the Application shall be as effective, binding and enforceable as a copy of the Application bearing an authentic, original signature. Notwithstanding that the Application or any of the Terms and Conditions may be translated into any other language or languages, the official language for application and interpretation of the Terms and Conditions and of the Application shall be English.
18. Delivery of Products and Force Majeure. Company shall have no liability to Applicant or any customer of Applicant under any purchase order from Applicant, on account of delay in the manufacturing or delivery of, or inability to manufacture or deliver, any Products for any reason, including strikes, lock-outs, accidents, fires, delays in manufacture, transportation or delivery of materials, acts of God, embargoes, acts of war or terrorism or governmental action, or any other cause beyond the reasonable control of Company, regardless of whether the same or different from the matters and things hereinbefore specifically enumerated. Delivery

terms are as specified in the Order Acknowledgement issued by Company unless otherwise agreed by Company. Notwithstanding the foregoing, when any other method of shipment is requested by Applicant, all additional or other costs and charges necessitated thereby shall be paid by Applicant. In the event Applicant does not notify Company within 10 days of receipt of Products that allegedly the Products and/or quantities of Products received were not as ordered by Applicant, Applicant will be deemed to have waived the right to reject or revoke the acceptance of such Products. Company may cancel a purchase order or portion thereof at any time, even though previously accepted by Company. No revocation of acceptance or rejection of Products made by Applicant shall be considered timely and properly made without the approval of Company. Upon any such approval by Company the subject Products may be shipped, at the expense of Applicant, to the location designated by Company and upon proper and satisfactory receipt thereof, as determined by Company, a credit shall be issued to Applicant in the amount of the price actually paid to Company for such Products less the then in effect standard restocking charge of Company.

19. Compliance with Laws. Applicant shall comply with all federal, state, provincial and local laws, regulations and ordinances in any way relating to the performance of Applicant. Company shall have no responsibility for or any duty of compliance with any applicable law, regulation or governmental order relative to the use, operation, connection or installation of Products. Applicant shall instruct all customers of Applicant that same are to comply with all laws, regulations and governmental orders and all instructions, warnings, recommendations, guides, labels and specifications of Company, relative to the use, operation, application, connection, maintenance and installation of Products.
20. International Convention on the Sale of Goods. As both Canada and the United States have signed the United Nations Convention on Contracts for the International Sale of Goods (the “**Convention**”), the provisions of the Convention, including any adoption of its terms under the law of the contracting jurisdiction of where the Applicant is located, shall be excluded and not apply to any of the sales by Company to the Applicant.
21. Waiver of Certain Statutory Benefits. **WHERE NOT CONTRARY TO FEDERAL, STATE, PROVINCIAL OR LOCALS LAWS, APPLICANT WAIVES ANY STATUTORY PROVISIONS WHICH CONFLICT WITH THE TERMS OF THE APPLICATION, INCLUDING** The *Limitation of Civil Rights Act* (Saskatchewan) if Applicant is a corporation and the *Civil Enforcement Act* (Alberta), as such statutes may be amended or any successor legislation, or any other seize or sue or similar provision will have no application to the Application, or any renewal of extension thereof, and such statutes and any other similar legislation in any other jurisdiction, shall have no application to the Application and the Applicant hereby waives all benefits and remedies provided by such statutes.
22. Confidentiality. Applicant shall hold in strictest confidence, treat as highly confidential and disclose to no person, other than employees of Applicant who agree in writing to be bound by the confidentiality obligations set forth herein, any Confidential Information (as herein defined). “**Confidential Information**” means: (A) at all times all Personal Information (as such term is defined in any Canadian or American personal information protection statute) obtained by the Applicant from Company; and, (B) all technical information, know-how, technology, formulae, designs, prototypes, ideas, inventions, improvements and data about, concerning or relating to Products provided to or obtained by Applicant; provided, however, that any of the foregoing shall not be considered Confidential Information if Applicant can demonstrate that such: has become publicly known through no wrongful act or breach of any obligation of confidentiality on the part of Applicant; was rightfully received by Applicant from a third person without a breach of any agreement by such third person; was approved for release by authorization from Company; or was developed by Applicant independently of and without reliance on any Confidential Information.
23. Applicant not Agent. Applicant is an independent contractor in relation to Company, solely responsible for the acts of Applicant at all times. Applicant is not authorized to act as an agent for Company and has neither the right nor authority to: assume or create obligations of any kind on behalf of Company; accept service of legal process of any kind addressed to or intended for Company; or, bind Company in any respect whatsoever.
24. Indemnification. Applicant shall indemnify and hold harmless Company Parties and all affiliates, successors and assigns thereof and the respective officers, directors, agents and employees thereof (collectively, “**Indemnities**”) against any and all claims, liabilities, damages, or expenses (including costs and legal fees

on a solicitor-client, full indemnity basis in Canada) of any kind or nature whatsoever by reason of, caused by or arising out of any act, duty, obligation, liability, violation, error or omission of Applicant, any agent of Applicant, or any personnel employed or otherwise engaged by Applicant. In addition, Applicant shall, at the request of Company and at the sole expense of Applicant, assume the defense of any demand, claim, action, or suit brought against Company by reason of any of the foregoing or where any of the foregoing are alleged, and pay any and all damages assessed against or that are payable by Indemnities as a result of the disposition of any such demand, claim, action, or suit. Notwithstanding the foregoing, Indemnities may be represented in any such action by counsel chosen by same and the cost of such representation shall be paid by Applicant.

25. Product Changes by Applicant. Applicant shall not: alter, accessorize or change any Products, except as required by law and approved in advance by Company or as set forth in the Terms and Conditions; remove or obliterate any of the trademarks, patent numbers, name plates, labels or other markings on Products or add any of the foregoing to any Products; or, do anything that would in any way impeach or lessen the validity of the patents, trademarks or other intellectual property rights appurtenant to or under which Products are manufactured by or supplied to Company or sold to Applicant.
26. Trademarks. Applicant shall not use any trademark, trade dress or tradename owned by any of Company Parties or which any of Company Parties has the right to use, including ECHO® and ECHO Robotics® either alone or with any other word or words as part of the trade, assumed or corporate name of Applicant, or in any other fashion, without the prior permission of Company, and then only in strict accordance with such limitations thereupon as Company may establish.
27. Currency Conversion. All payments due hereunder shall be made in United States dollars, the currency in which the obligations of the Applicant are expressed. If any amount due from the Applicant under any invoice, the Application or any order or judgment given or made in relation hereto has to be converted from United States dollars (the "**first currency**") in which the same is payable hereunder or under such order or judgment into another currency (the "**second currency**") for the purpose of: (A) making or filing a claim or proof against the Applicant; (B) obtaining an order or judgment in any court or other tribunal; or, (C) enforcing any order or judgment given or made in relation hereto, the Applicant hereby undertakes to indemnify Company from and against any loss suffered as a result of any discrepancy between: the rate of exchange used for such purpose to convert the amount in question from the first currency into the second currency; and, the rate or rates of exchange of which Company may in the ordinary course of business purchase the first currency with the second currency upon receipt of an amount paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof. Any amount due from the Applicant under this clause shall be due as separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of the Application.
28. Default. Applicant shall be in default to Company in the event that: Applicant shall fail to pay any indebtedness or obligation to Company when due or payable or fail to perform any duty or obligation required to be performed by Applicant; there is non-payment of any bank draft or check/cheque delivered by Applicant to Company in payment for Products; the business of Applicant is in any way liquidated, or if Applicant makes any assignment of all or part of the assets of Applicant for the benefit of creditors; there are instituted proceedings by or against Applicant in bankruptcy or insolvency laws for reorganization, receivership, dissolution or liquidation or proposal or arrangement with creditors, which are not vacated within 30 days from the date of filing; Applicant or any officer, director, manager, partner or majority owner of Applicant is indicted for or convicted of any felony or converts or embezzles any property or funds of others; there is a misrepresentation made to Company by Applicant; Applicant shall fail to notify Company within 5 days after any change in the information stated in the Application, as well as the details of such change; Applicant fails to comply with, observe or perform any provision of the Terms and Conditions, and such failure is not cured by Applicant within 30 days after notice thereof; Company deems itself insecure; or, there is a sale, transfer or relinquishment of any substantial interest in the ownership, control or active management of Applicant. No default by Applicant shall be affected or obviated in any manner by reason of any defense of setoff, abatement or recoupment, or any claim or counterclaim asserted or assertable by Applicant, including any claim for breach of warranty or contract.

29. Remedies Upon Default. In the event of a default to Company by Applicant, in addition to all other rights and remedies provided herein and/or by applicable law, Company shall, if Company so elects, have any one or more of the following rights and remedies, without prior notice (unless otherwise indicated or required by law) to Applicant, to wit: accelerate without notice or demand the unpaid balance of any and all indebtedness, obligations and liabilities owed to Company however evidenced and secured so that the same shall be and become immediately due and payable; have, as applicable, all the rights and remedies of a secured creditor under the UCC or PPSA, or the rights and remedies of a seller under an instalment sale under the *Civil Code of Quebec*; be immediately relieved and released from all duties to Applicant, including any obligation to fulfill any open or pending purchase order or otherwise sell or ship to Applicant any Products; and be entitled to recover from Applicant all costs and expenses incurred, or to be incurred, by reason of such default, including, legal fees, paralegals' and experts' fees, court costs, witness fees and expenses of litigation.
30. Notices. All notices, designations, consents, requests, permissions, approvals, advice, information, authorizations, waivers, agreements or communications permitted or required to be given to either party shall be in writing, shall be executed by an officer of Company or principal of Applicant as the case may be, and shall be effective: as of the date on which deposited with a commercial express courier service, properly addressed, to the other party; as of the date of transmission when sent by receipt confirmed facsimile or e-mail; or, as of the date actually received when personally delivered. All such notices shall be sent, or addressed to the respective party or received by the respective party at the address for each set forth in the Application or such other address as may be designated by either party from time to time.
31. Entire Agreement. The provisions hereof and all other of the Terms and Conditions constitute the entire and integrated expression of agreement between the parties and supersede all previous agreements, memoranda, negotiations, or other understandings of the parties, whether written or verbal, relating to the subject matter hereof.
32. Severability of Provisions. A judicial or administrative declaration in any jurisdiction of the invalidity of any one or more of the provisions hereof shall not invalidate the remaining provisions of the Terms and Conditions in any jurisdiction, nor shall such declaration have any effect on the validity or interpretation of the Terms and Conditions outside of that jurisdiction.
33. Waiver of Compliance. Any failure by Company to enforce at any time any of the Terms and Conditions shall not be construed as a waiver of the right of Company thereafter to enforce each and every of the Terms and Conditions.
34. Binding Upon Successors. The Terms and Conditions shall be binding upon the successors, permitted assigns and legal representatives of Applicant.
35. Calculation of Time. If the time period by which any right hereunder must be exercised or any duty hereunder must be performed expires on a Saturday, Sunday or legal holiday in the jurisdiction in which either the Company or the Applicant is located as the case may be, then such time period shall be automatically extended to the close of business on the next regular business day in that jurisdiction..
36. Future Assurances. From time to time Applicant shall execute and deliver to Company such further documents and take such other actions as Company may request in order to effectuate the Terms and Conditions.
37. French Language Clause. The parties declare that it is their express wish that this document and all related documents be drawn up in English. Les soussignées déclarent que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon leur volonté expresse.