



# INTEGRYS

Connecting Technology & Innovation

1. AGREEMENT. Invoices and IntegrYS Quote Forms contain all of the terms and conditions with respect to the sale and purchase of the goods specified herein, except that if this order is also covered by another written contract signed by both IntegrYS and Buyer, then terms and conditions set forth in this invoice apply to the extent that they are not in conflict with such other written contract. No modifications of the terms and conditions set forth in this invoice shall be of any force unless such modification shall be signed by the party claimed to be bound thereby.

2. DELIVERY AND RISK OF LOSS. Delivery shall be F.O.B. point of origin unless otherwise agreed to in writing by IntegrYS. Upon request by the buyer, IntegrYS shall prepay insurance and freight, and invoice buyer for such costs.

The buyer will inspect the product delivered to it by IntegrYS and shall advise IntegrYS of any damage or defect in material or workmanship within 10 days of receipt of product.

3. PAYMENT. IntegrYS payment terms, conditioned on approved credit, are NET 30 days from date of invoice unless otherwise stated in writing by IntegrYS. IntegrYS specifically reserves the right to modify the payment terms provided herein if, in IntegrYS' opinion, the payment record or financial condition of the Buyer so warrants. Late payments shall be subject to a charge of 1% interest per month on the unpaid balance. IntegrYS shall retain title to and ownership of the product until payment in full in accordance with Paragraph 3 hereof has been made. In the event payment is not so made IntegrYS shall be entitled in its discretion to dissolve the sale and retake possession of the product and retain all monies received on account from purchaser in part payment as liquidated damages.

4. ORDERS. IntegrYS reserves the right to request minimum orders of \$500.00.

5. TAXES.

a) Unless shown as a separate line item, taxes or duties imposed upon the production, storage, sale, transportation or use of the products are not included.

b) If included on the reverse side hereof, "import duties, sales taxes and currency exchange" have been calculated at rates prevailing on the date of the Quotation. In accepting the Quotation the buyer agrees that if prior to delivery such duty, tax or currency exchange rate have change substantially or other charges are imposed by any governmental authority, Integrys may requote the buyer and include the then prevailing rates and at the buyer's option enter the order at the revised prices. Buyer must accept or reject the new Quotation within 5 days of its date.

6. CANCELLATION. It is understood that orders placed pursuant to this agreement may not be cancelled or rescheduled without Integrys' written consent and shall be subject to cancellation charges determined by Integrys.

The products shall not be returnable to Integrys except with prior authorization of Integrys, which authorization shall specify the terms upon which the products are to be returned. Integrys agrees to grant such authorization in respect of products which have a defect in material or workmanship or have been damaged in transit before delivery where the buyer has complied with the inspection required by paragraph 2 and has notified the carrier.

7. EXCUSABLE DELAYS. Time of delivery is based upon a corresponding promise of delivery by Integrys' suppliers and Integrys shall not be responsible in case of delays or failure to deliver on the part of Integrys' suppliers. Integrys shall not be liable for nondelivery or delay in performance of this order when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, war, governmental interference or embargoes, strikes or shortage of labour, or other difficulties (whether or not similar in nature to any of those specified) beyond its control. Delivery on this order shall be deemed to be suspended so long as any such causes delay performance. Integrys agrees to make, and the Buyer to accept, deliveries whenever such causes have been remedied. All orders shown as being "stock" are subject to prior sale.

8. DESIGN CHANGES. Integrys reserves the right to make changes in product design or specifications at any time without providing prior notice to Buyer.

9. INDEMNITY. At its expense, Integrys will settle or defend and pay all damages and costs finally awarded in any action brought against Buyer to the extent that it is based on a claim that the Integrys product infringes any patent or copyright, provided Buyer promptly gives Integrys the notice, authority and assistance necessary to defend or settle the claim, and the infringement does not arise out of compliance with Buyer's specifications, or a combination with or an addition to products not supplied by Integrys, or from a modification after shipment. If any product is in Integrys' opinion likely to cause

a claim of infringement, Integrys at its option and expense may procure for Buyer the right to continue using the Product, or modify it to make it noninfringing, or may grant Buyer a credit for the depreciated value of the product after it is returned to Integrys.

10. SOFTWARE. Title to the ordered software shall always be in Integrys. Integrys grants a perpetual non-exclusive license to use such software on one unit of product. It may terminate the license if licensee (Buyer) discloses the software to others without Integrys' consent.

11. Integrys will acknowledge the receipt of an order in writing if the request is included on the Purchase Order at the time the order is placed. Prices quoted are applicable only to those quantities shown. Orders for other than quoted quantities or conditions of purchase may be subject to price changes and should be confirmed with us prior to placing an order. Quote is valid for 30 days.

12. WARRANTY AND LIMITATION OF LIABILITY. Integrys warrants each product to be free from defects in material and workmanship under normal use and service. Software is warranted to operate in accordance with its programmed instructions. It is not warranted to be error free. The warranty period shall be controlled by the warranty document furnished with each product. Generally, the warranty period is one year from the date of purchase, however, on some individual products the warranty period may be different. Product repairs are warranted for sixty days. This warranty extends only to the original purchaser and shall not apply to fuses, disposable batteries, computer media, or any product or parts which have been subject to misuse, neglect, accident or abnormal conditions of operation.

Integrys' obligation under this warranty is limited to repairing or replacing a product which is returned to an authorized Service Centre within the applicable warranty period and which upon examination, Integrys determines to be defective. If Integrys determines the failure has been caused by misuse, neglect, accident or abnormal condition of operation, repairs will be made and Buyer shall be billed for the reasonable costs of repair. If a failure occurs, ship the product, transportation prepaid, to the nearest Integrys Service Centre. After repairs are made, the product will be returned, transportation prepaid. Integrys assumes no risk for in-transit damage.

THE FOREGOING WARRANTY AND INDEMNITY ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. Integrys or Manufacturer if applicable, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL,

INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE.

13. COMPLIANCE WITH CANADIAN EXPORT LAW. If the ultimate destination of the goods is outside Canada, purchaser states that it has a valid export permit from the Department of Regional and Industrial Expansion permitting its export, that the permit is in full force and effect, and that purchaser shall comply in all respects with the Export and Import Permits Act (Canada). Purchaser states that it knows of nothing which may result in the permit's revocation. Purchaser further states that it has made due inquiry and believes that the goods will not be shipped, transshipped or diverted from the ultimate destination, whether as noted on the reverse side and designated in purchaser's export permit, or within Canada.

14. GENERAL. This agreement is not assignable without prior written approval of Integrys. If any of the terms or provisions of this agreement shall be declared in violation of law, the remaining terms and provisions shall remain in full force and effect. This agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.