

ZTR GENERAL TERMS & CONDITIONS OF SALE

The following terms and conditions of sale shall apply to any sale of goods and services by ZTR Control Systems (hereinafter called "ZTR"). Purchaser shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if either the goods and services referred to herein are delivered to and accepted by Purchaser, or if Purchaser does not within five days from the date hereof deliver to ZTR written objection to said terms and conditions or any part thereof.

GENERAL

In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in Purchaser's order or in any other form issued by Purchaser, whether or not any such form has been acknowledged or accepted by ZTR, ZTR's terms and conditions herein shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon ZTR unless made in writing and signed by a duly authorized representative of ZTR.

CONFIDENTIALITY

The purchaser shall not disclose or otherwise make available to any other person or entity, or use other than in connection with performance of the Products or Services which are the subject of this quotation, the contents of this quotation or any other documents, data or information previously delivered or to be delivered to the other party in connection herewith, except as such disclosure may be required by governmental or regulator authorities. Information may be divulged to other parties if prior written approval from ZTR has been obtained.

QUOTATIONS

Unless otherwise stated, ZTR's quotation shall be null and void unless accepted by Purchaser within ninety (90) days from the date of quotation.

PRICE/COST OF TRANSPORTATION

Prices do not include Federal, State, Provincial or Municipal sales, use, value-added or similar tax. Accordingly, in addition to the price specified herein, the amount of any present or future sales, use, value-added or similar tax applicable to the sale of the goods hereunder to or the use of such goods by Purchaser shall be paid by Purchaser to the entire exoneration of ZTR.

TAXES

Prices do not include Federal, State, Provincial or Municipal sales, use, value-added or similar tax. Accordingly, in addition to the price specified herein, the amount of any present or future sales, use, value-added or similar tax applicable to the sale of the goods hereunder to or the use of such goods by Purchaser shall be paid by Purchaser to the entire exoneration of ZTR.

DELIVERY

Delivery schedules are approximate and are based on prevailing market conditions applicable respectively at the time of ZTR's quotation and ZTR's acceptance of Purchaser's order. Delivery shall also depend on the prompt receipt by ZTR of the necessary information. ZTR may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

FORCE MAJEURE

Fires, floods, strikes, acts of terrorism, war, acts of God, lockouts, epidemics, accidents, shortages of transportation, any governmental warnings that either party might reasonably rely upon which would curtail their operations, or any other causes beyond the reasonable control of the parties, which prevent a party from performing its obligations hereunder, shall operate to suspend such obligations during the period required to remove such cause or causes.

INSTALLATION & COMMISSIONING

Unless otherwise stated in this quotation, installation and on-site commissioning is to be provided by others. ZTR Technical Support will be available via phone 24/7/365 to provide installation/application support and/or technical assistance (1-519-452-1233); we would suggest that when possible, to call at least 24 hours notice so that our Technicians can be prepared to assist you. On-site commissioning or installation (if included) will need to be scheduled through the Technical Services department and is subject to availability. All installation documentation and communication will be in English only. Provision of all wires, cables, conduits, terminations, transducers, electrical panels, relays, and/or switches will be the responsibility of others unless stated otherwise in this quotation.

TECHNICAL SUPPORT

ZTR Control Systems or its supplier will provide post-sales technical phone support for the System, so long as the System is within its warranty period. As part of this, ZTR Control Systems will facilitate and administer service parts, product support, installation support, and post installation support. Beyond the warranty period, support services will be chargeable per ZTR's hourly rate structure. Technical support will be in English only.

MANUALS

Manuals and other documentation will be produced in English.

LIMITED WARRANTY

ZTR warrants that all equipment sold hereunder has been inspected and tested and found to meet its published specifications when shipped from ZTR's plant. ZTR warrants that said equipment will be free from defects in material and workmanship for a period of one year from the date of shipment; provided, however, that this warranty does not apply to normal deterioration of replaceable or renewable parts and components. EXCEPT FOR THE WARRANTY EXPRESSLY SET FORTH IN THE PRECEDING SENTENCES, ZTR MAKES NO WARRANTY (EXCEPT AS TO TITLE), EXPRESS, IMPLIED, BY DESCRIPTION, BY SAMPLE OR OTHERWISE, AND IN PARTICULAR AND WITHOUT LIMITATION MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. No modifications are authorized in this warranty unless in writing and signed by the President or any Vice President of ZTR.

Repair or Replacement exclusive Remedy

If any item of equipment fails to conform with the provisions hereof, Purchaser's sole and exclusive remedy is to return the non-conforming equipment for repair, replacement or, at ZTR's option, refund, to ZTR's factory, transportation charges pre-paid. If ZTR confirms that such equipment is non-conforming, ZTR will repair or replace the same, free of charge FOB London, Ontario, delivered duty unpaid or at its option, ZTR may refund or credit the purchase price paid for the non-conforming equipment. ZTR's obligation hereunder is subject to the other terms and provisions hereof, and shall terminate no later than one year from the date of shipment of the equipment. For installations by ZTR personnel only; if a defect in material or workmanship arises during the 1 year warranty period ZTR will: replace or repair the defective parts; provide for reasonable and customary labor costs incurred while affecting repairs to defects in accordance with the policies and repair times laid down by ZTR; provide limited travel labor and mileage, if it cannot reasonably be transported to an appropriate service location, or engage the Purchaser to provide such service.

The Purchaser is responsible for: operating the system in accordance with the manufacturer's instructions, accepting ZTR's sole judgment as to whether the faulty part is defective in material or workmanship, any costs in excess of the purchase price of the product, other miscellaneous costs including but not limited to loss of use, travel, lodging, taxes, telephone calls, overtime, etc, completing payment for the purchase of equipment, parts or services relating to the equipment under warranty.

LIMITATION OF LIABILITY

ZTR's liability, whether in contract, in tort, or otherwise arising in any way in connection with the equipment sold or services provided hereunder, the non-delivery of said equipment or services, or in any other fashion in connection with the equipment, services or their sale (a) shall not include liability for any incidental or consequential damages, loss or expense, such as, but not limited to, loss of profits, loss from business interruption, loss of information, damage or injury to, or death of, persons or property, or other monetary loss and (b) in any event shall not exceed the amount paid for the equipment or the monthly services payment in connection with which the liability arises.

RETURNED GOODS

No goods may be returned to ZTR without ZTR's prior written permission. ZTR reserves the right to decline all returns or to accept them subject to a handling/restocking charge. Even after ZTR has authorized the return of goods for credit, ZTR reserves the right to adjust the amount of any credit given to Purchaser on return of the goods based on the conditions of the goods on arrival in ZTR's warehouse. Credit for returned goods will be issued to Purchaser only where such goods are returned by Purchaser and not by any subsequent owner of the goods.

TERMS OF PAYMENT

Unless otherwise stated, invoices on "open account" shipment are payable within thirty (30) days of invoice date. ZTR reserves the right, until the price has been fully paid in cash, to charge Purchaser with interest on such overdue payments at the rate of one and a half percent (1.5%) per month. The charging of such interest shall not be construed as obligating ZTR to grant any extension of time in the terms of payment. Invoicing is on shipment of factory-configured hardware for purchased system.

CHANGES AND CANCELLATION

Orders accepted by ZTR are not subject to changes or cancellation by Purchaser, except with ZTR's written consent. Any requested changes in specifications of the equipment ordered, after submitted drawings have been approved, production release has been issued or due to customer request, will result in engineering charges, in addition to the cost of the change. Any change order may cause a reschedule of the order. In such cases where ZTR authorizes changes or cancellation, ZTR reserves the right to charge Purchaser with costs based upon expenses already incurred and commitments made by ZTR, including, without limitation, any labour done, material purchased, travel expenses and also including Supplier's usual overhead and reasonable profit and cancellation charges from ZTR's suppliers.

THE AGREEMENT

An acceptance and official confirmation of Purchaser's order by ZTR shall constitute the complete agreement, subject to the terms and conditions of sale herein set forth, and shall supersede all previous quotations, orders or agreements. No addition to or variation of these terms and conditions shall be binding upon ZTR unless expressly agreed in writing by an authorized representative of ZTR. This quotation and any agreement that follows shall be governed, enforced, and construed under the laws of the State of Minnesota, United States of America. Purchaser hereby submits to the jurisdiction of the state and federal courts for the State of Minnesota, County of Hennepin, and said courts shall have exclusive jurisdiction and venue to adjudicate the rights and obligations of the parties relating in any manner to the Agreement.