



Terms and Conditions of Sale - LLST01

1. Terms of Payment

Terms of trading are due upon delivery, unless otherwise specified. Balances past due shall bear interest at 1% per month (12% per year). Seller may, at option and its sole discretion, suspend delivery or supply of goods or terminate this Agreement if Buyer fails to make any required payments within 60 days of their respective due dates. In the event of termination by Seller under this section, Buyer shall nevertheless be obligated to pay all sums owing to the date of termination.

2. Taxes

Prices do not include any taxes which apply or may apply to goods sold or to this transaction, which will be added by Seller to the sales price where Seller is required by law to collect same, and will be paid by Buyer unless Buyer provides Seller with evidence in form and substance satisfactory to Seller that the Buyer has no liability for such taxes.

3. Insurance, Risk of Loss, and Title

Risk and insurance for goods in transit are the responsibility of the Buyer. Title shall pass to Buyer upon the earlier occurrence of (I) delivery to Buyer, and (II) payment in full by Buyer to Seller. Delivery terms are Ex Works, unless otherwise specified.

4. Force Majeure

The Seller shall be excused for any delay in performance due to hurricane, tornado, invasion, explosion, epidemic, war, riot, civil disturbance, flood, earthquake, fire or other acts of God, strikes or other labor disruptions, government orders, failure or delays or sources of materials, or any circumstance or cause beyond the control of the Seller in the reasonable conduct of its business.

5. Termination

Except as otherwise agreed, Buyer shall not have the right to cancel or reschedule all or any portion of the goods covered by this Agreement without the written consent of the Seller. Buyer's refusal to accept delivery of all or any portion of the goods shall entitle Seller to recover the contract price for any goods as to which delivery has been refused; the value of goods in process and the cost of material purchased by Seller or Seller's suppliers in order to perform the goods specified in this Agreement, together with Seller's incidental damages, including, but not limited to, commercially reasonable charges, expenses or commissions incurred in stopping delivery; investment costs incurred; idle production time; the transportation, care, custody of any materials after Buyer's breach; and reasonable legal fees and costs in enforcing Seller's rights hereunder.

6. Export Control

Neither party shall commit any act or request the other party to commit any act which would violate either the letter or the spirit of the export control laws or regulations of Canada, or other export control laws, rules or regulations, as applicable, and neither party shall fail to take any action reasonably within its capability to assure compliance with such laws, rules or regulations. Buyer represents and warrants

that it shall not, directly or indirectly, export, re-export or transship products, technology or software (the "Commodities") in violation of any applicable Canadian export control laws and regulations or any other applicable export control laws promulgated and administered by the government of any country having jurisdiction over the parties or the transaction(s) contemplated herein. Seller shall have the right to refuse to accept Buyer orders for Commodities, or to deliver Commodities to fulfill any previously accepted Buyer order, if Seller determines in good faith, that such proposed sale or other disposition of the Commodities poses an unreasonable risk of a violation of any applicable export control law or regulation. In the event Seller refuses to deliver the Commodities to fulfill previously accepted Buyer orders as set forth in the paragraph immediately preceding, or the necessary export or re-export authorizations are not obtained within a reasonable period of time, Seller, at its option, may cancel the order or Agreement without penalty.

7. Warranty

Seller warrants that for a period of twenty-four (24) months from delivery to the Buyer, all goods will be free from defects in material and workmanship. These warranties do not cover the results of normal wear and tear, improper installation, accident, abuse, neglect, vandalism, act of God or the installation, use, repair or modification contrary to specifications or instructions supplied by Seller.

Remedies for Nonconformance With Warranty. If the goods do not conform to the foregoing warranties, Buyer will provide Seller with written notice of the defect on or before the expiration of the warranty period. Seller, at its option, will repair or replace the goods or the defective component thereof free of charge. Seller's liability is limited solely to the repair or replacement of the goods purchased under this Agreement. Seller shall have no liability for loss of use, consequential damage or any payments or penalty incurred by the Buyer under any availability guarantee. If it is mutually determined by Buyer and Seller, in their reasonable judgment, that goods conformed to the warranties and was not defective, Buyer agrees to pay Seller's reasonable costs of inspection, handling, testing and other related costs with respect to such goods. In no event shall Seller's liability exceed the invoice price paid by Buyer for the goods under this Agreement. The foregoing are Buyer's sole and exclusive remedies for breach of warranty by Seller in connection with this Agreement.

Disclaimer of Warranty. The foregoing warranties are the sole and exclusive warranties given by Seller in connection with this Agreement, express or implied, and Seller disclaims all implied warranties, including implied warranties of merchantability and fitness for a particular purpose. Seller does not promise that the goods are error free or will operate without interruption. The liabilities set forth in this section shall constitute the entire liability of the Seller with respect to defects in the goods, whether in contract, tort (including negligence), warranty, strict liability, or any other legal theory, and Seller's obligation to correct defects, whether latent or patent, in the goods shall be limited to defects discovered during the warranty period specified in this section.

Supplied Parts and OEM/User installation. The Seller will not be held responsible for any liability caused by improper installation and/or modification by the Buyer or the use of parts/mounts not supplied by the Seller.

8. Suspension of Orders

Seller reserves the right, without liability and without prejudice to any other remedies, to delay or stop shipment of all or any part of the goods if, at any time, reasonable doubt exists as to Buyer's financial condition or its ability to pay its financial commitments hereunder.

9. Change Orders

Buyer may, at any time, by written purchase order amendment, request changes within the general scope of this Agreement. If Seller believes that any change causes an increase or decrease in the cost of or the time required for the performance of any goods under this Agreement, or in the terms and conditions, an equitable adjustment shall be made in the purchase order price, delivery schedule, or the terms and conditions, and the purchase order shall be modified in writing accordingly. Seller shall implement the requested changes upon acceptance by Buyer of a modified purchase order.

10. Limitations

Seller shall not be liable for any special incidental or consequential damages, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts. No action may be brought at any time more than twelve (12) months after the cause of action arose, except that an action may be brought with respect to payment at any time within the applicable statute of limitations. In no event will Seller's liability in connection with the goods, or this Agreement exceed amounts paid to Seller by Buyer hereunder.

11. Indemnification of Seller

Seller will not be responsible for and Buyer shall indemnify and hold harmless Seller from and against any loss, damages, expenses, claims, repairs, suits or judgments whether direct, indirect or otherwise, arising in any way out of the use of the goods. Where Buyer has supplied the design for all or any part of the goods, Buyer hereby agrees to indemnify and hold harmless Seller from and against all loss, damages, expenses, claims, suits and judgments arising, directly or indirectly, out of the design, installation, maintenance or operation of the goods or any allegations that the goods, or any part thereof, infringe any patent, industrial design or intellectual property right.

12. Status of Parties

Buyer is an independent contractor. The relationship between Buyer and Seller is not that of agent and principal or employer and employee.

13. Validity of Agreement

The invalidity of any particular provision of these terms and conditions shall not affect any other provision hereof, but the Agreement constituted hereby shall be construed as if such invalid provision were omitted.

14. Assignment

This Agreement may not be assigned by Buyer without the express written consent of Seller which consent may be unreasonably withheld.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications and other Agreements, whether written or verbal, between the parties.

16. Enurement

The provisions hereof shall be binding up and ensure to the benefit of each of the parties, their respective successors, trustees, receivers and permitted assigns.

17. Governing Law

This Agreement shall be governed by, interpreted and enforced solely in accordance with laws of the Province of Saskatchewan, Canada.

18. Dispute Resolution

The Buyer and Seller shall attempt amicably to resolve any controversy, dispute or difference arising under this Agreement, failing which either party may submit such dispute to arbitration in accordance with the rules for commercial arbitration as contemplated by The Arbitration Act (Saskatchewan). Such arbitration shall be resolved by one arbitrator and shall take place In Saskatoon, Saskatchewan. All parties shall be bound by the arbitrator's decision, and judgment upon such decision may be entered in a court of competent jurisdiction. The arbitrator shall also have discretion to award costs of the arbitration in favour of the successful party.

19. Counterpart Execution, Delivery, and Storage

This Agreement may be executed in counterpart and copies bearing electronic signatures shall be deemed to be originals. Either party may copy this Agreement following execution for electronic storage in a non-editable format. The parties agree that, following the electronic storage of this Agreement, any hard copy print-out which constitutes a complete and accurate replica of that electronically stored information shall constitute an original copy of this Agreement.