



Attachment A - General Terms and Conditions of Purchase

The following terms and conditions (collectively, the "Terms") shall apply to any purchase of goods and/or services specified in the Purchase Order (the "Deliverables") by MAN Diesel & Turbo Canada Ltd. (referred hereinafter as MDT-CA), and their acceptance is an express condition of such purchase. Vendor shall be deemed to have full knowledge of the Terms and such Terms shall be binding if Vendor does not deliver to MDT-CA written objection to said Terms within ten (10) days from the date hereof. Delivery by Vendor to MDT-CA of any other form or document containing different or additional terms and conditions shall not constitute a written objection to these Terms, and shall not be deemed to modify or supplement these Terms in any way unless specifically agreed in writing by MDT-CA.

1. ACKNOWLEDGEMENT

If Vendor accepts the Purchase Order for the Deliverables, the Vendor or its duly authorized agent shall acknowledge, sign and return via email a scanned signed copy of the Purchase Order. Non-receipt by MDT-CA of the copy of the Order within ten (10) working days, or starting to perform this Purchase Order by Vendor, or shipment of the Goods by Vendor, whichever comes first, shall be deemed to be complete acceptance by the Vendor of the Order and all of its terms and conditions.

2. ENTIRE AGREEMENT

This Purchase Order, with any documents referred or attached to, is the entire agreement between the parties and supersedes all prior negotiations, proposals and writings. Any references to Vendor's quotation, bid or proposal expressly excludes any term, condition, or instruction contained in such document and any invoice, acknowledgment or other communication issued by Vendor in connection with this Purchase Order shall be for record and accounting purposes only.

3. GOVERNING TERMS

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 Vendor, whether or not any such form has been acknowledged or accepted by MDT-CA, the Terms herein shall prevail. No waiver, alteration, revision or modification of the Terms shall be binding on either Party unless made in writing and signed by a duly authorized representative of MDT-CA and confirmed by an official Change Order to this Purchase Order.

4. MODIFICATIONS AND/OR REVISIONS

No deviation from the item description, specifications, or any other requirements contained in the Purchase Order shall be made without the prior written authority of MDT-CA.

MDT-CA shall have the right at any time during the term of this Purchase Order to vary it in any way, including additions to or deletions from the quantities originally ordered by issuing a written notice to such effect. Unless specifically requested by MDT-CA, Vendor shall continue to execute the order as per Purchase Order. If such variation will, in the opinion of the Vendor, cause any variations in the price or time for performance or any other obligation of the Vendor, written notice thereof shall be submitted by the Vendor within five (5) working days after receiving such notice of variation from MDT-CA, failing which it shall be deemed that no such variations will be claimed by the Vendor.

If any such variation will cause a variation in the Price or Delivery Date or other obligations and Vendor has notified MDT-CA of such impact as required, Vendor shall not proceed with any such variation until written acceptance and duly signed Purchase Order amendment is received from MDT-CA confirming the adjustment in the Price and/or time for performance and/or any other obligations of the Vendor.

If the Vendor gives notice of a variation in Price or Delivery Date or other obligations, MDT-CA shall be entitled to confirm or withdraw the variation to the Order.



Attachment A - General Terms and Conditions of Purchase

5. ACCEPTANCE OF DELIVERABLES

Deliverables will be received and accepted at the point of delivery stipulated in the Order only in regards to the number and condition of packages and notwithstanding any receipt given, the Deliverables shall remain liable to rejection if not in accordance with the Order. Rejected Deliverables will be held at the risk and expense of Vendor.

6. OWNERSHIP AND RISK OF LOSS

Vendor warrants that the complete ownership of the Goods, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances, shall pass to MDT-CA upon the delivery.

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All tools, plans, drawings, information, equipment or materials of every description furnished to Vendor by MDT-CA or specifically paid for by MDT-CA, and any replacements thereof, shall be and remain the personal property of MDT-CA.

Such property while in Vendor's custody or control shall be held at Vendor's risk, shall be adequately marked, shall be kept insured by Vendor at Vendor's expense in an amount equal to the replacement cost with loss payable to MDT-CA and shall be subject to removal at MDT-CA's written request, in which event Vendor shall redeliver to MDT-CA in the same condition as originally received by Vendor, with reasonable wear and tear excepted. The Vendor shall provide MDT-CA with proof of such insurance upon MDT-CA's request.

In the event of failure to meet the conditions, MDT-CA shall be entitled to the return of all monies thereto paid for by MDT-CA on account of this Purchase Order and in addition, MDT-CA may cancel this Purchase Order without liability and place it elsewhere and Vendor shall be liable for any and all expenses resulting from such failure.

7. SHIPMENT AND SHIPMENT CHARGES

Vendor must obtain at its 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. Vendor shall be liable for freight charges or damage to Deliverables resulting directly from any failure by Vendor to comply with this provision. If Deliverables are deemed to be dangerous and/or hazardous, Vendor shall ensure all legally required documentation is prepared and submitted to the carrier prior to shipment with copy to MDT-CA. No transportation or delivery charges of any kind including packing, boxing, storage or cartage charges shall be paid by MDT-CA or reimbursed to Vendor unless specifically agreed to by MDT-CA in writing. All invoices, shipping documents and other writings pertaining to this Purchase Order shall refer to MDT-CA's Purchase Order and/or contract number set out in its contents.

The parties hereby agree that the *International Sale of Goods Act (Ontario)* will not apply to Deliverables or this purchase.

8. PACKING AND MARKINGS

The Vendor shall adequately and securely pack all Goods in such a manner as to prevent loss or damage in transit. Special packing instructions may be contained in the Order. The MDT-CA shall have the right to reject any Goods damaged in transit and to recover from the Vendor any damages which MDT-CA has suffered arising from the Vendor failure to comply with the provisions of this clause.

Unless otherwise stated in the Order, the cost of packing materials, packing cases and other packing charges shall be deemed to be included in the Price, notwithstanding the specifics of the Incoterms 2010 being referenced. All packing cases and packing materials provided by the Vendor shall become the property of MDT-CA.

Vendor shall pay for damaged goods resulting from improper packing or marking and all goods received in excess of Purchase Order requirements may be returned, at Vendor's expense, for full credit.

The equipment shall be properly tagged with strong wired-on tags showing Vendor's equipment identification numbers and MDT-CA's Purchase Order Number. Unless otherwise detailed in the Purchase Order, all



Attachment A - General Terms and Conditions of Purchase

packing slips shall show the Purchase Order number and a description of the goods as described in the Purchase Order, together with Vendor's equipment identification number for correlation thereto. As a minimum requirement, a copy of the packing slip must be affixed to the outside of the package and a copy of the packing slip must be included inside the package. Equipment received not in accordance with the above instructions may be subject to rejection. Upon shipment Vendor shall promptly notify MDT-CA in writing of the dispatch together with the routing information and anticipated time of receipt.

9. DELIVERY / DELIVERY SCHEDULE

If Vendor's deliveries are behind the agreed upon schedule, MDT-CA, upon giving advance written notice to Vendor may elect to arrange further deliveries by the means MDT-CA finds appropriate, and in such event, Vendor shall bear the difference in cost between express shipping and normal freight rates or between expedited ground and normal ground freight.

The goods listed in the Purchase Order will not be considered clear for delivery or pick-up until Vendor has submitted all applicable quality documentation and has been accepted by MDT-CA.

10. INSPECTION / EXPEDITING / ACCEPTANCE / REJECTION / REPLACEMENT

All Deliverables shall be subject to inspection, testing, expediting, and witnessing by MDT-CA and/or its representatives upon five (5) business days written notice to Vendor, to assess work quality, conformance with specifications, and conformance with all of Vendor's representations, warranties and covenants herein. The Vendor shall provide MDT-CA with copies of all documents required for efficient expediting, including non-priced purchase orders if required and shall provide MDT-CA's representative free access to relevant shop drawings.

No such verification shall relieve Vendor of its obligations and warranties hereunder. 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, MDT-CA shall have the right to reject and return such Deliverables for either full credit or a refund (at MDT-CA's discretion) at Vendor's expense including payment of shipping charges incurred by MDT-CA. Without limiting the foregoing, MDT-CA shall also have the right to require that Vendor promptly and at its own expense repair, replace or restore any defective or deficient portion of Deliverables. Neither the failure of MDT-CA to inspect, nor acceptance of, nor payment for any Deliverables shall prejudice MDT-CA's rights under this paragraph. Vendor'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 MDT-CA.

11. COMPLIANCE WITH LAWS AND REGULATIONS

Vendor shall comply with all laws and regulations, including without limitation, international, federal, provincial, state, 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 MDT-CA may specify in writing and as may be applicable to the production, sale, delivery and use of the goods or the furnishing of any labour or service called for by this Purchase Order.

The Purchase Order shall be subject to and interpreted in accordance with the Laws of Province of Ontario, Canada.

12. CODE OF CONDUCT

Vendor 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, Vendor shall take responsibility for the health and safety of its employees. Vendor shall comply with all applicable state, federal, provincial and municipal laws, rules and regulations (including environmental laws) arising out of or connected with the performance of the Deliverables in the applicable jurisdiction(s) by Vendor, its employees, directors, officers or agents, including, as appropriate, obtaining and maintaining any required work permits or visas for a



Attachment A - General Terms and Conditions of Purchase

project. Vendor shall use reasonable efforts to promote this paragraph and the MDT-CA's Code of Conduct among its sub-suppliers, which refer to anti-corruption and compliance with rules and applicable laws of fair competition. Vendor explicitly undertakes and guarantees that neither it, nor its employees, or any other parties it commissions, will perform any unlawful acts or incite or aid and encourage third parties to perform such acts. Unlawful acts include offering, granting, requesting or accepting illegal payments, benefits or other advantages for oneself or a third party. MDT-CA's Code of Conduct for Vendors and Business Partners can be downloaded from the following web-link:

[MAN Code of Conduct for Suppliers and Business Partners](#)

MDT-CA may provide also hardcopy or electronic copy of the MDT-CA's Code of Conduct to Vendor against request. Vendor confirms that it has been made aware of the MDT-CA's Code of Conduct. It undertakes to observe and comply with the principles stipulated in this Code of Conduct in its work. If Vendor engages third parties to fulfill duties, it undertakes to also issue this Code of Conduct and binds them to comply with it. If Vendor does not comply with the principles stipulated in the MAN Code of Conduct for Vendors and Business Partners, MDT-CA has the right to terminate the Purchase Order for cause.

13. WARRANTIES

Vendor warrants that Deliverables, during the warranty period provided in this section: (a.) are free from defects in design, materials and workmanship; (b.) conform with the specifications attached or contained in the Purchase Order and all documentation and information provided by MDT-CA for the Deliverables; (c.) are fit for their intended purpose as noted in the specifications; (d.) are new, unused (unless otherwise specified in this Purchase Order) and merchantable. The warranty term for Deliverables shall be for a minimum period of twenty four (24) months, unless otherwise expressly negotiated and stated on the face of the Purchase Order, from the date upon which the goods covered by this Purchase Order are put into commercial operation (against signing of Provisional Acceptance or Substantial Completion Certificate), or thirty (30) months after their delivery (or date of readiness to ship), whichever occurs first.

Replacement parts for the equipment, and/or corrective works shall also be guaranteed for the subsequent period of twelve (12) months after the corrected item is placed in operation or eighteen (18) months after corrective work is complete, whichever is shorter. These guarantee terms shall be extended for any period that an item cannot be operated as a result of such discrepancies or defects. Vendor shall, at its own expense and option, repair or replace the whole or any part of the components thereof which may be found to be defective during said period.

To the extent services are to be provided hereunder, Vendor 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 MDT-CA of Deliverables. The warranties set forth above shall not be subject to any disclaimer or exclusion of warranties or to any limitation of Vendor's liability herein.

14. SUSPENSION OF PERFORMANCE

MDT-CA may, by written notice to Vendor, suspend further performance of all or any portion of this Purchase Order. The suspension notice shall specify the commencement date and estimated duration of the suspension.

Upon receiving a suspension notice, Vendor shall immediately suspend performance of the specified portion of the Purchase Order, and during the suspension period shall properly care for and protect all work in progress and materials, supplies, and equipment Vendor has on hand for performance of the Purchase Order.

Vendor shall use its best efforts to utilize its material, labour and equipment in such a manner as to mitigate costs associated with suspension.

MDT-CA may at any time withdraw the suspension as to all or part of the suspended performance by written

Attachment A - General Terms and Conditions of Purchase

notice to Vendor specifying the effective date and scope of the withdrawal, and Vendor shall, on the specified date of withdrawal, resume diligent performance of the work for which the suspension is withdrawn.

If Vendor believes that any such suspension or withdrawal of suspension justifies modification of the Purchase Order amount or time for performance, substantiated by documentation satisfactory to and verified by MDT-CA, Vendor shall notify MDT-CA within three (3) working days or earlier if reasonably possible. In such case, MDT-CA shall be entitled to confirm or withdraw the suspension. In case of confirmation from MDT-CA the Purchase Order amount or delivery date shall be modified based on mutual agreement between the parties.

In no event shall Vendor be entitled to any loss of prospective profits, contributions to overhead or any incidental, consequential or other damages due to such suspensions or withdrawals of suspension.

15. CANCELLATION FOR CONVENIENCE

MDT-CA shall have the right to cancel for its convenience any or all unperformed part of this Purchase Order at any time by written notice to Vendor. On the cancellation date stated in the notice, Vendor shall discontinue all cancelled work, shall (with respect to the cancelled work) place no additional orders, and preserve and protect materials purchased for or committed to the cancelled work, work in progress, and completed goods, and shall dispose of these materials and goods in accordance with MDT-CA's instructions.

MDT-CA will pay and Vendor will accept as final payment the total amount of Purchase Order prorated to the portion of the entire scope of Purchase Order satisfactorily performed to the date of cancellation (substantiated by documentation and verified by MDT-CA), disposition of work and material on hand, and amounts previously paid by MDT-CA. Vendor shall not be entitled to any loss of prospective profits, contribution to overhead or incidental, consequential or other damages due to such cancellation.

16. CANCELLATION FOR GOOD CAUSE

In the event that Vendor is in material default of any provision or requirement of this Purchase Order, or Vendor shall be sequestrated or liquidated as insolvent or placed under judicial management, whether provisionally or finally, or shall commit any act of insolvency or shall make, or prepare to make an arrangement or composition with, or assignment in favour of creditors, MDT-CA shall have the right, by written notice, to cancel the order, in whole or in part, without prejudice to any of its other rights.

In the event of such termination, MDT-CA may complete this Purchase Order by such means as MDT-CA selects, and Vendor shall pay MDT-CA for any additional costs incurred by MDT-CA in completing the Purchase Order. Vendor shall not be entitled to receive any further payment until the Purchase Order is completed. If the unpaid balance of the Purchase Order exceeds the cost (including compensation for additional engineering, managerial and administrative services expended by MDT-CA) such excess shall be paid to Vendor.

17. INDEMNITY

Vendor shall indemnify, release, defend and hold harmless MDT-CA, 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 MDT-CA'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 MDT-CA arising directly or indirectly (a.) out of any breach by Vendor of the Terms, or (b.) as a result of the provision by Vendor of incorrect information and/or documentation, or (c.) 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 Vendor or its directors, officers, employees, agents or subcontractors relating to the performance of the Purchase Order or any Deliverables supplied hereunder.



Attachment A - General Terms and Conditions of Purchase

18. PATENTS / INTELLECTUAL PROPERTY / PURCHASER'S USE

Vendor warrants that MDT-CA and its customers may freely use, resell or otherwise deal with Deliverables without infringement of USA, Canadian or EU patents, copyrights, trademarks, industrial designs, trade secrets or other intellectual property rights, foreign or domestic, owned or controlled by any other corporation, firm or person, and held by Vendor or any third party.

Vendor agrees to indemnify and hold harmless MDT-CA, its successors and assigns against any and all liabilities, claims, losses, damages, legal actions, royalties, attorney's fees and any other expenses for defense purposes by reason of any claim, action or litigation arising from the alleged or actual infringement of any USA, Canadian or EU patent, trademark, copyright, industrial design or other intellectual property right resulting from the purchase, manufacture and sale, use, or resale of Deliverables supplied by the Vendor under this Purchase Order. This provision shall not apply if any such claim relates to specifications or information furnished to the Vendor by the MDT-CA.

If Deliverables or any activity in connection therewith are held to be an infringement and their use is enjoined, Vendor shall promptly, at the option of MDT-CA, secure for MDT-CA 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 MDT-CA for any direct or indirect losses, costs or damages resulting from such infringement.

Except for use in nuclear facilities, MDT-CA, its successor and assignee, may subject all goods to further manufacture, may combine them with other articles or sell, or put them for any use whatsoever, and no claims for royalties or additional compensation shall be made by the Vendor or anyone else by reason of such manufacture, combination sale or use. All unpatented ideas, information, designs, devices, prints, drawings and technical data concerning Vendor's products, methods or manufacturing processes which Vendor discloses or furnishes to MDT-CA in connection with this Purchase Order shall, excepting only to the extent, as may otherwise be specifically agreed in writing between MDT-CA and Vendor, be deemed to have been disclosed or furnished as part of the consideration of this Purchase Order. Vendor agrees not to assert any claim by reason of MDT-CA's use, duplication or disclosure thereof.

19. 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 Vendor or by MDT-CA or both in connection with the Purchase Order, shall be the property of MDT-CA, shall be considered confidential, shall not, at any time, be disclosed to a third party by Vendor without written consent of MDT-CA and shall be used solely for the purpose of supplying Deliverables. Upon termination of the Purchase Order, MDT-CA may request Vendor to deliver all the Information to MDT-CA and such Information shall not be utilized, directly or indirectly, by Vendor for the use or benefit of Vendor or any other person.

20. PRICES AND PAYMENT

Prices herein specified shall, unless otherwise expressly stated, be fixed and in the currency stated on the Purchase Order, inclusive of export taxes and duties in the country of origin and all packaging and loading at Vendor's facility, but exclusive of any federal or provincial taxes (GST/HST) which, if applicable, shall be shown as a separate line item on Vendor's invoice. MDT-CA shall be entitled to set-off against any amounts owing to Vendor, any amounts owing by Vendor hereunder.

Vendor's invoices will be paid in accordance with the payment terms included in the Purchase Order, provided that the Vendor fulfilled the specified conditions and that such invoice is accurate and complete and is accompanied by the required supporting documents. If invoices and/or supporting documents require correction, the time of payment will be calculated from the date of receipt of the corrected invoice and/or supporting documents.

Attachment A - General Terms and Conditions of Purchase

21. EXPORT CONTROL / CUSTOMS

Vendor will provide to MDT-CA, prior to shipment of Deliverables, information in writing necessary for a true, valid and complete customs declaration to be made by MDT-CA to the customs authorities in the country of destination of the goods. The written information must include, but not be limited to, the provision of data for the identification of country of origin, tariff classification, quantity, value of Deliverables and classification of Deliverables under any export control programs administered by the governments of the country of export.

In case the ultimate destination of the goods is Canada, the Vendor is requested to identify whether the origin of Deliverables is a country that is a beneficiary of a Preferential Tariff as set out in Canada's Customs Tariff, or any successor thereto. If such would be the case, Vendor shall provide to MDT-CA certificates and other proof of origin of Deliverables, as required under Canadian Law for Deliverables to qualify for duty-free or preferential duty. If Deliverables being purchased are subject to USA re-export regulations or contains USA parts manufactured under a USA license, Vendor shall also state the ECCN (Export Control Classification Number) for each item. Due to NAFTA regulations, Vendor shall advise MDT-CA immediately of any change in its manufacturing and production processes, or in its sourcing practices, which could affect the validity of any information provided to MDT-CA. Vendor agrees to immediately notify MDT-CA of any investigation by CBSA and to fully participate and cooperate in any such review or audit by CBSA of the origin of Deliverables, including any appeals.

22. INSURANCE

Prior to commencing any field services and continuing until the field services are completed, Vendor (in its name and at its sole expense) shall maintain broad form insurance policies with public bodies or insurance carriers authorized to do business in the state in which the services are to be performed and that are acceptable to MDT-CA, such insurance as will fully protect Vendor from and against any and all claims arising out of Vendor's services, including coverage for contractual liability, bodily injury, product and completed operations liability and property damage with a minimum limit of CAD 2,000,000 (two million Canadian Dollars) or its equivalent per occurrence.

Upon request, Vendor shall provide MDT-CA with a certificate evidencing such insurance coverage, which shall state that thirty (30) days notice of cancellation or modification of the insurance coverage shall be given to MDT-CA.

23. FORCE MAJEURE

Neither party hereto shall be liable to perform any obligation hereunder in the event and to the extent that such failure is caused by a condition of force majeure.

A condition of force majeure shall arise from any circumstances beyond the reasonable control of the affected party including MDT-CA's customer(s) and Vendor's sub-contractor(s), which prevents or impedes the execution of the Purchase Order, limited to the following:

- a) War, hostilities, or military mobilization.
- b) Riot, insurrection, seizure by non-governmental groups, or civil disturbance.
- c) Earthquake, flood, fire or other natural physical disaster.
- d) Embargo, prohibition on import and exportation of materials or equipment or services.
- e) Act of terrorism.
- f) Epidemics.

The mere shortage of labour, materials or utilities, including the failure of any sub-supplier to deliver, shall not constitute force majeure unless caused by circumstances which are themselves force majeure events.

The party claiming force majeure shall immediately give notice in writing to the other party of the occurrence of any force majeure event which causes or is likely to cause any failure to perform any obligation hereunder. Such notice shall include the nature of the event, the expected duration and any anticipated impact on performance of the Order. Within five (5) working days after the cessation of the force majeure event, the



Attachment A - General Terms and Conditions of Purchase

affected party shall give a further notice specifying the final impact on the performance of the Order and a plan for recovery, including any cost impacts for such recovery plan. Failure to give either of the above notices may cause denial of any relief for the force majeure event, at the affected party's discretion.

Should Vendor be unable, due to such a cause, to meet all of its delivery commitments for Deliverables ordered herein, Vendor shall not give preference to any other customer in making deliveries of such Deliverables.

In the event of a force majeure event or events causing a delay or foreseeable delay in excess of thirty (30) cumulative days in performance of the Order, MDT-CA reserves the right to terminate the Order as provided under Clause 16: Cancellation for Good Cause hereof.

24. WAIVER

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.

25. ASSIGNMENT

No assignment of the Purchase Order, in whole or in part, or of monies due or to become due hereunder shall be made by the Vendor without prior written consent of MDT-CA. MDT-CA in its sole discretion may assign its rights hereunder to its affiliates or any third party.

26. SEVERANCE / VALIDITY OF PROVISIONS

If any provision of this Purchase Order, even after its termination, cancellation, completion, or expiration is held to be invalid, void or otherwise unenforceable, the remaining portions of that provision and all other provisions shall nevertheless continue in full force and effect and the parties shall thereafter come to mutual agreement regarding replacement of such unenforceable provision.

27. LIMITATION OF LIABILITY

In no event shall either Party or any of its affiliates be liable for loss of other Party's profits, loss of goodwill, loss of expected savings or expected profits, business interruption, lost business, lost profits or indirect, special, consequential, incidental, punitive or exemplary losses, damages or expenses incurred or suffered arising out of these terms or the Purchase Order.

For any claim related to these Terms or the Purchase Order, Vendor shall be entitled to recover actual and direct damages only from MDT-CA. The limit of the MDT-CA Group's liability to the Vendor in any manner related to these Terms or the Purchase Order, for any and all claims, shall not in the aggregate exceed the value of the Purchase Order issued in relation to these Terms.

The limitations, exclusions and disclaimers set out in this paragraph shall apply irrespective of the nature of the cause of action, demand or claim, including but not limited to, breach of contract, tort (including negligence) or any other legal theory and shall survive termination of these Terms, a fundamental breach or breaches and/or failure of the essential purpose of these Terms or any remedy contained herein. The allocations of liability in this paragraph represent the agreed and bargained for understanding of the parties.

28. GOVERNING LAW

The Purchase Order 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.

29. INDEPENDENT CONTRACTOR

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



Attachment A - General Terms and Conditions of Purchase

30. 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 Purchase Order or as subsequently agreed between the parties. Notices shall be deemed to be given when received by the other party.

31. INDUSTRIAL REGIONAL BENEFITS

This Purchase Order may be entered into full or partial fulfillment of Industrial Regional Benefits (IRB) commitments on behalf of MDT-CA to the Government of Canada. Vendor may be required to identify the Canadian Content Value (CCV) of the Deliverables supplied hereunder.