

## 1. DEFINITIONS

"Contract" means this Standard Equipment Terms & Conditions of Sale.

"Customer" means either a Customer or a Tait Authorized Reseller, as the case may be.

"Equipment" means all goods and services sold by Tait to the Customer.

## 2. QUOTES; PURCHASE ORDERS; ACCEPTANCE OF PURCHASE ORDERS

2.1 Quotes; Purchase Orders. Customers must submit all requests for an order, quote or equipment in writing. In response to a request for an order, quote or equipment, Tait will issue to Customer a written quote for the equipment (a "Quote"). To order equipment from Tait which are described in a Quote, Customer must then submit a Purchase Order ("Purchase Order").

2.2 Customer Purchase Order Without Initial Request for Quote or Equipment. Customer may submit a Purchase Order without first submitting a request for a quote or equipment. Such Purchase Order will be reviewed by Tait who will then issue a written response. No such Purchase Order shall be deemed accepted and binding on Tait unless Tait expressly confirms its acceptance in writing.

2.3 Acceptance of Purchase Orders. A Purchase Order shall be deemed accepted and binding on Tait without further action if: (i) it is received within 30 days of the date of the Quote and (ii) it contains no alteration of any term or condition stated in the Quote. Oral or written statements made by either party which conflict with or add terms or conditions to a Purchase Order shall not constitute a part of a Purchase Order unless confirmed in writing by both Customer and Tait. Any new terms or alterations will require Tait to issue a new Quote in accordance with the process outlined herein.

## 3. ADDITIONAL TERMS

To the extent of any conflict or inconsistency between the terms described herein and any Purchase Order, or any of Customer's other order documentation, the terms of this Agreement herein shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's Purchase Orders, or other order documentation, shall be incorporated into or form any part of these terms and conditions, and all such other terms or conditions shall be null and void and not form or become part of the agreement for Tait to provide services.

## 4. PRICES

4.1 The prices to be paid by Customers to Tait for each order of Equipment shall be Tait's prices in effect on the date said order for Equipment is accepted by Tait. Tait may change its prices for Equipment from time to time, however, no price change shall affect the prices of Equipment sold to Customer pursuant to orders placed by Customer and accepted by Tait prior to the effective date of such price change.

4.2 Prices for Equipment are exclusive of any taxes, if any. The Customer agrees to reimburse Tait where Tait pays the same or is responsible for payment of all such taxes

including penalties where Customer actions resulted in incurring such penalties.

4.3 Prices are inclusive of packing to full normal shipping standards. Prices are not inclusive of freight charges, which shall be billed to Customer.

4.4 If the Customer requires Tait to vary quantities, delivery dates or Equipment specifications from those against which prices were quoted; Tait shall have the right to adjust the quoted price.

## 5. PAYMENT

5.1 Unless otherwise previously agreed in writing, the following payment terms will govern any and all Purchase Orders placed by the Customer: 100% of the total Purchase Order price will be due by Customer upon placing the order. Tait may, on a case-by-case basis and at its sole discretion, grant Customer a limit of credit, depending on Customer's financial status.

5.2 To the maximum extent permitted by law, Tait reserves the right: (a) to determine the requirements for granting, extending or revoking Customer's limit of credit; (b) to evaluate the Customer's financial status to determine its limit of credit; (c) to grant, extend or revoke the Customer limit of credit, if any; and (d) to change the payment terms of this Agreement or of a particular Purchase Order based on the Customer limit of credit. Customer must furnish Tait with all financial statements and additional information as Tait may deem necessary to assess Customer's financial status.

5.3 A payment will be considered late, if paid later than 30 days from invoice date. A late payment charge of 1.25% may be added to all past due accounts. This late payment charge is due 30 days after it is added to the trade account. This charge is, in part, to cover the cost of recordkeeping requirements arising from failure to make timely payments.

5.4 Separate invoice(s) may be submitted in respect of any installation or labour charges. These invoices are to be paid no later than 30 days from the date of invoice.

5.5 No payment may be withheld by the Customer by way of set-off (legal, equitable or otherwise) against any sums owed to Tait.

## 6. DELIVERY & RETURN OF INVENTORY

### 6.1 Delivery

6.1.1 Unless otherwise agreed by the parties, in writing, all sales of Equipment shall be shipped CIP to the Reseller or Customer address specified in the Purchase Order (INCOTERMS 2010).

6.1.2 No claim for shortage, out of box failures or damage in respect of Equipment delivered will be considered unless notice is received in writing by Tait within 7 days from the earlier of the date of receipt of the Equipment by the Customer or by a third party on the Customer's behalf.

### 6.2 Return of Inventory

6.2.1 Products or equipment purchased under condition of Sale or Return, if not sold or purchased by the Customer within the first 30 days, may be returned

without penalty. Freight for products returned under this condition will be paid by Tait.

- 6.2.2 If under any other circumstances, Tait, at its sole discretion, agrees to accept the return of products for credit, a restocking fee of 20% of the invoiced value may apply.
- 6.2.3 No products or equipment will be accepted for credit after 30 days from the time of delivery of goods under any circumstances.
- 6.3 Quoted delivery periods are calculated from the last to occur of:
- Tait's acceptance of the Customer's order, or
  - provision by the Customer to Tait of all engineering and configuration details and Customer supplied parts and materials necessary to enable Tait to manufacture and supply the Equipment; or
  - receipt of any necessary letter of credit, in the agreed form or a form acceptable to Tait, and other required documentation (including any confirmation or guarantee).
- 6.4 In the event where Tait drop ships equipment at the Customer's request, the Customer shall indemnify Tait for all losses and costs incurred by Tait if Customs Service refuses or fails to accept delivery of the Equipment including storage charges incurred by Tait with any third party warehouse. In those circumstances, delivery to a warehouse shall be deemed to be a completed delivery by Tait.
- 6.5 Shipments for accounts which exceed the credit limit, as determined by Tait, or for accounts with outstanding balances more than 30 days old are subject to credit hold at the discretion of Tait.

## 7. DELAYS

In the event Tait's performance of work is delayed by acts of the Customer, Tait shall be entitled to an adjustment for time and expenses resulting therefrom in addition to extension of the time and of performance. Under no circumstances will either party be responsible for delays or lack of performance resulting from events beyond the reasonable control of that party ("See Article 17 Force Majeure").

## 8. CANCELLATION

Customer cancellation of any order without liability will be by written mutual agreement of the parties only. If Customer unilaterally cancels all or part of any purchase order, work on such orders shall be stopped as quickly as is practical upon receipt of written notification of cancellation. Customer will make payment to Tait in an amount equal to:

- For work in process, a percentage of the sales price based on work completed up to the time of cancellation and work is stopped.
- For custom work and/or work that includes unique materials that cannot be reasonably be used in normal production or sold to other Tait customers in a reasonable period of time, then the cancellation fee may be up to 100% of the order value of the custom work and or materials.
- For work completed at the time of cancellation and the equipment is standard Tait product and can be sold to other Tait customers in a reasonable period of time, the Tait restocking policy shall apply.

- For custom work completed and/or work that includes unique materials that cannot be sold to other Tait customers in a reasonable period of time, then the cancellation fee may be 100%.

Tait will use commercially reasonable efforts to minimize cancellation charges by canceling orders and by using common industry components in its products when possible.

## 9. TITLE

- 9.1 Title of Equipment shall pass once Tait has received payment in full; however, title to software and the media on which it is embodied, together with copyright and other intellectual and industrial property rights in the software and in all data and information embodied in the hardware, shall at all times remain with Tait or its licensors. The rights of the Customer in software not produced by Tait but included in the Equipment may be subject to the Customer accepting conditions as a sub-licensee imposed by the owner of the software.
- 9.2 The Customer acknowledges this Agreement creates a security interest in favour of Tait in Products supplied by Tait to the Customer which have not been paid for in full, as security for payment of all monies payable from time to time to Tait by the Customer and for the performance of all the Customer's other obligations from time to time to Tait. The Customer agrees to do anything including signing and delivering any documents Tait reasonably requires to ensure Tait has a perfected security interest in goods supplied. The Customer waives any rights it may have to receive a statement regarding registration of the security interest.

## 10. EQUIPMENT SPECIFICATION AND QUALITY

- 10.1 Tait reserves the right to amend details of the technical specification of the Equipment in the Contract to improve the facilities or performance of the Equipment or to substitute items of equivalent performance where items referred to in the quotation are no longer available.
- 10.2 All specifications, particulars and descriptions set out in catalogues, brochures and similar documents, shipping specifications and particulars of weight and dimension are approximate and being intended for general guidance and shall not be binding.
- 10.3 Tait reserves the right to discontinue the sale of Equipment and to change the formula, contents or packaging thereof. Tait shall not incur any liability thereby or any obligation to change or repurchase Equipment previously sold by Tait to Customer.

## 11. INSPECTION AND TESTING

- 11.1 The Equipment will be submitted to Tait's standard tests before shipment.
- 11.2 Any additional tests of the Equipment, which may be required by Customer, must be agreed to separately in writing and may be subject to additional charges.

## 12. WARRANTY

- 12.1 The Tait Limited Warranty is attached hereto as Exhibit A. Warranty repairs shall only be undertaken by an Authorized Tait Service Center unless specifically authorized in writing by Tait. In cases where Tait authorizes the customer to undertake warranty repairs, Tait will replace faulty

components free of charge. No reimbursement will be made with respect to labour.

12.2 The Equipment is not designed, tested, manufactured or intended for operation or use in relation to any: a) on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; b) potentially explosive environments (unless intrinsically safe equipment is specifically ordered and supplied and used in accordance with the supplied instructions); c) design, construction, operation or maintenance of any nuclear facility; or d) any inherently dangerous, life-endangering or life-support applications. If the customer (or the customer's users) uses the Equipment for any such use, then such use is at the customer's (or the customer's user's) own risk without any recourse against or with respect to Tait and the customer shall indemnify and hold Tait and its third party licensors harmless from any claims for loss, cost, damage, expense or liability arising out of or in connection with any such use and performance.

### 13. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OF CONTRACT OR IN TORT, EQUITY OR OTHERWISE.

UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, TAIT'S LIABILITY, IF ANY, FOR ANY ALLEGEDLY DEFECTIVE PRODUCT, PART OR SOFTWARE SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, PART OR SOFTWARE, AT TAIT'S OPTION, AND THE LIABILITY OF TAIT, IF ANY, FOR DAMAGES RELATING TO DEFECTIVE PRODUCT, PART OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE ITEM IN QUESTION.

### 14. INTELLECTUAL PROPERTY WARRANTY

14.1 Because of the complexity of manufacturing techniques for electronic components and of the intellectual property rights pertaining thereto including software, Tait is unable to declare that the Equipment does not infringe the intellectual property rights of third parties. In the event that a third party makes a claim alleging that the Equipment infringes such a third party's intellectual property rights, Tait undertakes at its option and expense to defend the claim or seek a compromise. If unfavourable judgment is rendered against Tait, Tait shall at its option take out a license from the said third party or shall modify the Equipment in such way as to avoid infringement or replace the components or software with components or software of equivalent quality, functionality and performance. If such solution shall be impractical for economic and/or technical reasons Tait shall accept the return of the Equipment and refund the Customer the Customer's net book value for the Equipment deemed to infringe.

14.2 Tait's obligations under clause 14.1 shall only apply if the Customer promptly notifies Tait, permits Tait through its counsel to defend and if appropriate settle the claim at Tait's expense, gives Tait all available information, assistance and authority to enable Tait to defend or settle the claim at Tait's expense and has not settled or compromised such claim.

14.3 Tait's obligations under clause 14.1 shall not apply if Tait has followed a design or instruction furnished or given by the Customer or the Equipment has been modified without Tait's approval or used in a manner or for a purpose or in a

country not specified by or disclosed to Tait prior to the Contract Date or the Equipment has been used in association with software or equipment not supplied by Tait.

Clause 14 states the entire liability of Tait and the exclusive remedies for the Customer for claims of infringement of third-party intellectual property rights.

### 15. CONFIDENTIAL INFORMATION

Customer will safeguard and treat as confidential all price lists and quotations, technical information and particulars and other information supplied by Tait.

### 16. SURVIVAL

All provisions of this Agreement (or any transaction resulting from it) which by their nature should apply beyond its term will remain in force after any termination or expiration of this Agreement (or any transaction resulting from it) including, but not limited to, those addressing the following subjects: Limitation of Liability, Intrinsically Safe Product Sales, Confidentiality, Relationship of The Parties, Governing Law, Dispute Resolution, Survival, Defined Terms and Payment.

### 17. FORCE MAJEURE

Tait shall not be liable for any delay, failure or non-performance of any of its obligations under this contract resulting from war, armed conflict, civil disturbance, Act of God, fire, explosion, accident, industrial dispute or any regulation, rule or act of any Government or Governmental agency, industry-wide disruptions to the supply or distribution chain, failure of third party suppliers to deliver parts and components, or any other cause beyond Tait's reasonable control.

### 18. INTRINSICALLY SAFE PRODUCT SALES

18.1. If the contract is for the purchase of Intrinsically Safe (IS) Products (both IS radios and IS accessories) the following terms shall apply:

18.1.1. Tait Intrinsically Safe portable radios are certified to the standards and ratings specified in the relevant IS Certificate as held by the Certification Body.

18.1.2. The customer confirms that the IS rating of the ordered IS Product is appropriate for the conditions of use required by the customer or end user as applicable. The customer further confirms that the functional requirements for the IS Products have been agreed with Tait and are as set out in the specification, statement of work or other agreed requirements document. Where no specification, statement of work or agreed requirements are specified then the customer acknowledges that the standard Tait product specification applies.

18.1.3. It is a condition of use of a Tait IS radio that the radio is only used with compatible IS accessories. Compatible IS accessories must (i) comply with Tait interface entity parameters; and (ii) be certified to the applicable IS rating. An IS Product must be serviced in accordance with Tait repair policy and at Tait authorized facilities in order to maintain its IS rating.

18.1.4. Tait shall not be held liable for any loss or damage resulting from the incorrect use or servicing of IS Products.

18.1.5. If the customer is acquiring the IS Product under this contract for resale and is not the end user, the customer shall maintain accurate records of all Tait IS product sales made including product serial numbers and end user details for ten years. In the event that Tait identifies a safety critical defect the customer shall make such information available to Tait immediately upon request. In the event that customer ceases to conduct business it shall provide copies of its records relating to IS products sales to Tait.

## 19. INTERFERENCE

While every effort will be made by Tait to minimize any radio interference experienced on a site, any additional costs incurred by Tait in investigating and eliminating interference problems will be to the customer's account. This additional work could include, but is not limited to, coordination with the frequency allocation authority, and/or on-site work to discover the source of any interference. Any additional work carried out by Tait due to interference problems including, but not limited to, reprogramming of radio equipment, provision of additional filtering, and rearrangement of antennae, will be to the customer's account.

## 20. MISCELLANEOUS PROVISIONS

- 20.1 The Laws of the State of Texas, excluding its conflicts-of-law rules which might apply the laws or refer the matter to a different jurisdiction, shall govern the validity, construction, and enforcement of this Contract and the rights and obligations of the parties hereunder. The parties designate the state and federal courts of Texas as having exclusive jurisdiction over any dispute arising out of or related to this Contract. The exclusive venue of any litigation between the parties shall be in Harris County, Texas.
- 20.2 EXECUTIVE NEGOTIATIONS: The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Contract promptly by negotiations between a vice president of each party. Either Party may give the other Party written notice of any dispute which has not been resolved at a working level. Within 30 days after delivery of such notice, the executives shall meet at a mutually acceptable time and place (whether in person or through telecommunication channels), and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within 60 days of the first meeting of the executives, either Party at any time thereafter must request arbitration by written notice to the other Party.
- 20.3 Except for a Small-Claim, any dispute or controversy arising out of or relating to this Agreement (including but not limited to the its breach, termination or validity), or any transaction or relationship resulting from it ("Dispute"), will be finally resolved by arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

The arbitration will be conducted in English by a single arbitrator. The place of arbitration will be in Houston, Texas, USA. Any award will be payable in US dollars (USD).

Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled or licensable by either party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either party

may, in its sole discretion, elect to have that dispute adjudicated before a court of competent jurisdiction and this Clause will not be binding on either party with respect to that dispute in its entirety or any related dispute, including any portions of a dispute that do not concern intellectual property rights.

A party entitled to demand arbitration under the Agreement may bring a Small-Claim in a court, instead of arbitrating the claim. "Small-Claim" is defined as: a claim for, or related to, a debt collection against the Reseller or claim which the amount in controversy is no more than USD 10,000.00.

The court in which a Small-Claim is brought must: 1. have jurisdiction over the parties and the subject matter; and 2. not be precluded by a forum-selection provision of the Agreement.

20.4 This Contract shall inure to the benefit of and be binding upon Tait and its successors and assigns and upon Customer and its legal representatives.

20.5 In the event any provision of this Contract is found to be unenforceable or invalid, such provision shall be severable from this Contract and shall not affect the enforceability or validity of any other provision contained in this Contract.

20.6 The relationship between Customer and Tait is that of buyer and seller only. Nothing stated in this Contract shall be construed as creating the relationship of employer and employee, franchisor and franchisee, master and servant, principal and agent, partnership or joint venture between the parties. CUSTOMER SHALL BE DEEMED AN INDEPENDENT PARTY AT ALL TIMES, AND SHALL HAVE NO EXPRESS OR IMPLIED RIGHT OR AUTHORITY TO ASSUME OR CREATE ANY OBLIGATION ON BEHALF OF TAIT. Customer shall be solely responsible for its acts, conduct and expenses and for the acts, conduct and expenses of its employees and agents.

20.7 This Contract supersedes and cancels all prior discussions, Contracts and understandings with respect to the subject matter hereof between the parties, written, oral or implied.

20.8 This Contract, including its Exhibits, evidences the entire Contract of the parties.

20.9 Customer may not assign, transfer or sell all or any of its rights under this Contract without the advance written consent of Tait, which may be granted or withheld at Tait's sole discretion, except as provided for in this Clause 20.

20.10 Failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provision. This Contract or any of the terms or provisions thereof may not be changed or amended or waived, in any way whatsoever, except by written agreement executed by the parties.

20.11 The paragraph headings are for reference only and shall not be considered substantive provisions of this Contract. The use of a singular or plural form shall include the other form and the use of the masculine, feminine or neuter gender shall include the other genders.

## 21. EXHIBITS

- Exhibit A: Tait Limited Warranty
- Exhibit B: Tait General Software License



Exhibit A

**TAIT LIMITED WARRANTY**

The Warrantor, Tait North America Inc., a Texas corporation, with offices at 1315 W Sam Houston Parkway N, Suite 140, Houston, Texas 77043, USA; and/or Tait Communications North America, Inc. a British Columbia Corporation, having its registered offices at 2200 HSBC Building, 885 West Georgia Street, Vancouver BC V6C 3E8, Canada, as applicable, warrants to the original owner thereof all parts of every new Tait brand equipment purchased in the Continental United States or Canada to be free from manufacturing defects in materials or workmanship, as hereinafter provided, for the following periods:

<b>Product:</b>	<b>Warranty period starting on the date of purchase:</b>
Tait brand equipment and software. <u>Exceptions:</u> <ul style="list-style-type: none"> <li>• Accessories and batteries (12 months)</li> <li>• TP3 Radios (12 months)</li> <li>• TP2 Radios (12 months)</li> </ul>	Two years
Any accessories or batteries.	One year
TP3300 and TP3350 Radios*	One year
TP2210 Radios, TM2 Mobiles and TB2 Base Stations*	One year

*\*With option to purchase one (1) year of Tait Assurance (extra charge) for a total of two (2) years of warranty coverage.*

Warrantor will, at its option, repair or replace any equipment or software covered by this warranty, which becomes defective, malfunctions or otherwise fails to conform with this warranty under normal use and services during the term of this warranty, at no charge for parts or labour.

In order to obtain warranty service, the equipment, together with the original or a machine reproduction of the bill of sale or other dated, proof-of-purchase document describing the equipment, must be delivered, to Warrantor in the Continental United States or Canada at the owner’s expense. Any evidence of alteration, erasing or forgery of proof-of-purchase documents will be cause to void the warranty.

This warranty does not cover defects, malfunctions or failures resulting from shipping or transit accidents, abuse, misuse, operation contrary to furnished instructions, operation to incorrect power supplies, operation with faulty associated equipment, modification, alteration, improper servicing, tampering and normal wear and tear. Equipment on which the serial number has been defaced or removed shall not be eligible for warranty service. Should any equipment or software submitted for warranty service be found ineligible therefor, an estimate of repair cost will be furnished, and the repair will be accomplished if requested by the owner upon receipt of payment or acceptable arrangements for payment. Software operation is warranted only with the operating system for which it was designed and only on Tait brand software. At customer’s cost, Warrantor will use its best efforts to enforce any software warranty provided by any third-party software copyright owner. Warrantor does not warrant that the functions contained in the software will meet customer’s requirements or that the operation of the software will be uninterrupted or error free.

This is the only warranty applicable to Tait brand equipment products or software; Warrantor neither assumes nor authorizes anyone to assume for it any other warranty. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF WARRANTOR. WARRANTOR’S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING WARRANTOR’S NEGLIGENCE, ALLEGED DAMAGED OR DEFECTIVE GOODS, WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT. IN NO EVENT SHALL WARRANTOR BE LIABLE FOR LOSS OF USE, COMMERCIAL LOSS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER.

**EXHIBIT B**

**TAIT GENERAL SOFTWARE LICENSE**