

MINE RADIO SYSTEMS INC. GENERAL TERMS AND CONDITIONS OF SALE

1. **General.** Mine Radio Systems Inc. ("Seller") and the person or entity to whom Seller's quotation, order acknowledgement/sales order confirmation, invoice or other sales document is addressed ("Buyer") are collectively referred to herein as the "Parties". All offers and sales by Seller to Buyer are subject to these terms and conditions (these "Terms"). Any purchase order or other communication from Buyer that contains terms or conditions in addition to or inconsistent with these Terms will not apply to the purchase of any of Seller's products by Buyer or be used to waive, modify, vary, explain or supplement all or any part of these Terms and are hereby objected to and rejected by Seller, unless acceptance of those terms and conditions is made in writing by an authorized officer of Seller.
2. **Quotations; Acceptance of Orders.** Seller's written quotations automatically expire 30 days after the date issued unless specified otherwise in the quotation. A verbal quotation expires on the day that it was made. Orders become effective only when accepted by Seller's written order acknowledgment/sales order confirmation.
3. **Prices; Payment.** Unless stated otherwise in Seller's order acknowledgment/sales order confirmation or invoice, (a) prices do not include any applicable transportation costs or property, sales, use, privilege or export taxes, custom duties or any other applicable tax, fee or charge imposed on or measured by any transaction between the Parties and Buyer will be responsible for paying such costs and (b) terms of payment are Net 30 days or other terms accepted by the Seller in writing by an authorized officer of Seller. All payments must be in Canadian, United States or other currency accepted by the Seller in writing by an authorized officer of the Seller. Any quotations or payments not in Canadian currency are subject to adjustment based on the currency rate prevailing at the time of order acceptance. A late payment charge of 1.5% of the amount of the invoice may be charged for each month (18% per annum) or any portion thereof, that payment is not made by its due date.
4. **Buyer's Credit.** Seller's obligations to Buyer are subject to the limit of Buyer's credit as determined by Seller in its sole discretion. Seller may at any time limit, modify or cancel the credit of Buyer and may demand payment in cash before shipment or delivery of any products without affecting Buyer's obligations hereunder.
5. **Shipment; Risk of Loss; Title.** Shipment dates are estimated and Seller will not be liable for late shipments. Delay in delivery of any installment will not relieve Buyer of its obligations to accept the initial or any remaining installments. If shipments are delayed by Buyer, invoices may be rendered on the dates Seller is prepared to make shipments. Products will be shipped Ex-works Seller's Goodwood, Ontario facility, with all risk of loss for the products passing to Buyer upon delivery to carrier; provided, however, that products held by Seller as a result of Buyer's inability or refusal to accept delivery will be held at Buyer's risk, cost and expense. Title to the products will pass to Buyer upon Seller's receipt of the entire purchase price therefore. Any claim for shortage must be reported to Seller within 10 days after receipt of products or Buyer waives any claim for shortages.
6. **Force Majeure.** Seller will not be liable for any delay or failure in performance of any order, in the delivery or shipment of any product or for any damages or losses suffered by Buyer or any third party which are caused by, or in any manner arises from, directly or indirectly, any labor disturbances, embargos, riots, storms, fires, explosions, acts of God or public enemies, inability to obtain products from a supplier, accidents or breakdown to, or mechanical failure of, machinery or equipment, changes in economic conditions, delays or interruptions in transportation, or any other causes beyond Seller's control. In the event of such delay, the applicable shipment date(s) will be postponed to compensate for such delay. If Seller's performance is rendered permanently impossible or impracticable, either Party may cancel the affected order(s) upon written notice to the other Party, and, upon such cancellation, Seller will have no liability and Buyer will be liable only for the pro-rated or allocated portion of such order(s) completed.
7. **Seller's Limited Warranty.** SELLER WILL WARRANT A PARTICULAR PRODUCT SOLD TO BUYER IN ACCORDANCE WITH THE LIMITED WARRANTY, IF ANY, PROVIDED BY SELLER IN ITS LITERATURE THAT IS SHIPPED WITH SUCH PRODUCT. THE FOREGOING LIMITED WARRANTY, IF ANY, IS IN LIEU OF ALL OTHER WARRANTIES AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SALE OF ANY PRODUCTS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER RECOGNIZES, ACKNOWLEDGES, AND UNCONDITIONALLY ACCEPTS THAT THE TERMS AND CONDITIONS OF SALE SET OUT HEREIN OR IN SELLER'S LITERATURE SHIPPED WITH SUCH PRODUCT MAY ALTER OR ELIMINATE CERTAIN LEGAL RIGHTS AND REMEDIES WHICH MAY OTHERWISE BE AVAILABLE TO THE BUYER.
8. **Limitation of Liability; Exclusion of Damages.** Seller's liability with respect to any claim by Buyer or any third party arising out of or in any way relating to any product sold by Seller to Buyer (including, but not limited to, such product's sale, use or transportation) will be limited solely to the cost of such product and any claim must be made with Seller within 60 days after the delivery of such product or such later period as may be set out in the warranty, if any, provided by Seller in its literature shipped with such product. SELLER AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY THE "SELLER PARTIES") WILL NOT BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER LOSSES OF BUYER OR ANY THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATING TO THE SALE, USE OR TRANSPORTATION OF ANY PRODUCT.
9. **Confidential Information.** Seller's technical, trade secret, proprietary or similar information (collectively "Confidential Information") disclosed by Seller to Buyer or its officers, employees, agents or other representatives (collectively "Representatives") and all copies thereof are the sole and exclusive property of Seller. Such disclosure does not grant to Buyer or its Representatives any right, title or interest of any kind in any Confidential Information. Upon Seller's request, Buyer will promptly return to Seller all Confidential Information in the possession of Buyer or any of its Representatives. All Confidential Information will be kept confidential by Buyer and its Representatives and will not be disclosed without Seller's prior written consent. Buyer will be responsible for any breach of this covenant by Buyer or any of its Representatives.
10. **Default.** If Buyer (a) fails to pay any amount to Seller when due, (b) fails to observe or perform any of its other obligations under these Terms or (c) becomes insolvent, is adjudicated a bankrupt, voluntarily files or permits the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, seeks any similar relief under any bankruptcy laws or a receiver is appointed for its assets, then, at Seller's sole option, all sums due or to become due from Buyer to Seller may become immediately due and payable, and concurrently, or in the alternative, Seller may terminate any existing order between the Parties in whole or in part, defer shipment or delivery of any products, sell any part of any undelivered products and exercise any other remedies available to Seller under applicable law.
11. **Indemnification.** Buyer will indemnify, defend and hold the Seller Parties harmless from all costs, expenses and losses incurred by them (including, without limitation, attorneys' fees and disbursements) which relate to or arise out of (a) Buyer's or its customers use, handling, installation, sale, distribution or disposal of any products sold hereunder, (b) Buyer's breach of any of these Terms, (c) Seller's enforcing these Terms and (d) any patent, trademark or copyright infringement claim resulting from compliance with any specifications or designs provided by Buyer to Seller. Buyer will promptly reimburse the Seller Parties for such costs and expenses.
12. **Cancellation.** Any contract or order may be cancelled by Buyer only with the prior written consent of Seller and upon reimbursement to Seller for all costs, expenses and losses incurred by Seller as a result of such cancellation, including a reasonable profit and overhead.
13. **Returns.** Returned products will not be accepted, unless (a) Buyer has obtained a Return Material Authorization from Seller prior to making the return, (b) the returned product is returned to Seller in new and unused condition, (c) Buyer provides proof of purchase for the returned product and (d) such product is returned to Seller within thirty (30) days of purchase, freight prepaid. A restocking fee for rehandling equal to 15% of the purchase price will be charged to Buyer for any returned products.
14. **Governing Law; Disputes.** Seller's quotations, invoices, order acknowledgments/sales order confirmations and these Terms will be governed by and construed according to the laws of the Province of Ontario (other than Ontario principles of conflicts of law) and the laws of Canada applicable in the Province of Ontario. The parties agree that any legal action arising between them shall be filed in a court of competent jurisdiction within the Regional Municipality of Durham, in the Province of Ontario. Buyer hereby submits to the exclusive jurisdiction of such courts, and all courts competent to hear appeals therefrom, and waives any and all defences based on lack of jurisdiction. Buyer agrees to indemnify the Seller for any and all costs incurred by the Seller (including its legal fees) in defending any action filed or attempted to be filed by Buyer in any jurisdiction outside the Regional Municipality of Durham.
15. **Exclusion of International Sale of Goods Convention.** The Parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods to the sale of any products arising under or pursuant to these Terms does not apply and is hereby expressly excluded.
16. **Entire Agreement; Waiver.** Seller's quotation, order acknowledgment/sales order confirmations, invoice and these Terms constitute the entire agreement between the Parties with respect to the sale of Seller's products to Buyer, superseding all prior representations, agreements or understandings, written or oral, between the Parties with respect to such sale. The failure by Seller to enforce any provision hereof will not be construed as a waiver of such provision or of Seller's right to enforce such provision.
17. **Security Interest.** Buyer hereby grants to Seller a priority lien and security interest in Seller's products sold to Buyer and in all proceeds of such products to secure Buyer's obligations to Seller hereunder. Buyer appoints each officer of Seller as an attorney-in-fact for Buyer for the purpose of executing and filing each financing statement or other documents necessary to perfect such security interest. Upon the failure of Buyer to pay the purchase price for any products when due, or to perform any of Buyer's obligations under these Terms, Seller will (a) without any judicial process, have the right to enter upon Buyer's premises and take possession of any such products or to receive such products from Buyer upon Seller's demand and (b) have all other rights and remedies of a secured party under applicable law.
18. **Successors and Assigns; Assignment.** These Terms will be binding upon the Parties and their respective successors and assigns; provided, however, that Buyer may not assign any of its rights or duties hereunder without Seller's prior written consent, which consent may be withheld in Seller's sole discretion.