



Alga Microwave Inc.

Standard Terms and Conditions

ACCEPTANCE OF THIS ORDER BY BUYER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN BUYER'S RESPONSE HERETO SHALL BE DEEMED OBJECTED TO BY SELLER WITHOUT NEED OF FURTHER NOTICE OF OBJECTION AND SHALL BE OF NO EFFECT NOR IN ANY CIRCUMSTANCES BINDING UPON SELLER. NEITHER SELLER'S COMMENCEMENT OF PERFORMANCE NOR DELIVERY SHALL BE DEEMED OR CONSTRUED AS ACCEPTANCE OF BUYER'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS. BY RESPONDING TO THIS OFFER TO SELL, BUYER SHALL BE DEEMED TO HAVE ACCEPTED ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

PRICE QUOTATION: (a) Unless otherwise agreed to in writing by Seller, all quotations expire thirty (30) days after the date of the quotation. (b) Prices quoted by Seller do NOT include any taxes. Buyer agrees to pay any applicable taxes in addition to the quoted price hereunder.

ACCEPTANCE TO OFFER TO SELL: This offer to sell must be responded to by Buyer by the means of a written purchase order or contract signed by an authorized representative of the Buyer. All such purchase orders are subject to acceptance by Seller at its Kirkland, Quebec Office.

PAYMENT AND SECURITY TERMS: (a) Unless otherwise agreed to in writing by Seller, a 25% payment of the total purchase order price is due and payable upon acceptance of the purchase order by Seller, prior to shipment from Seller. The remaining balance shall be paid within thirty (30) days from the date of invoice. Seller reserves the right to change the credit terms at any time, when in Seller's opinion, Buyer's financial condition or previous payment record so warrants. (b) Should Buyer become delinquent in the payment of any sum due Seller after ten (10) days from the date of written notice to Buyer, Seller shall not be obligated to continue performance under any agreement with Buyer. (c) As security for the full and prompt payment of all amounts now or hereafter owing by Buyer to Seller, Buyer grants to Seller a present and continuing first priority, purchase money security interest in all products purchased by Buyer from Seller. Buyer authorizes, names, appoints and directs Seller as its true and lawful attorney-in-fact to sign, execute and file any and all UCC financing statements, continuation statements and any other documentation as Seller deems to be reasonably necessary to effect, protect and continue Seller's security interest in the products.

SHIPPING AND RISK OF LOSS: All prices, quotations and shipments are D.D.U Montreal, Quebec, unless otherwise specified. Unless otherwise specified, shipment will be made by the most economical method. Title to the products and all risks of loss and damages shall pass to Buyer upon delivery to a common carrier at the D.D.U. point. Buyer shall be responsible for all insurance and transportation charges from the D.D.U. point including additional costs which may result from Buyer specifying a particular mode of transportation.

ACCEPTANCE OF PRODUCTS: Acceptance shall be accomplished by using applicable test procedures or programs established by Seller and shall be at the time of completion of final test at Seller's place of business.

WARRANTY: All of Seller's products are warranted against defective materials and workmanship: Passive Microwave Components and Systems for Thirty Six (36) Month; Active Microwave Components and Systems for Twenty Four (24) Months with the exception of the fan (in case product is equipped with one). Alga Microwave recommends replacing the fan every 6-12 Months of usage.

**16715 Hymus Blvd. Kirkland, QC H9H-5M8 Canada
Phone: 514.684.8666 Fax: 514.684.3615**

Seller's obligation under this warranty is limited to repairing or, at its option, replacing parts, subassemblies or entire assemblies. The foregoing warranty shall not apply to defects resulting from the improper or inadequate maintenance by Buyer; the unauthorized modification or misuse of the product by Buyer; the improper site preparation caused to the products by Buyer. For product warranties requiring return to Seller for repair, Buyer shall prepay shipping charges (and shall pay all duties and taxes) for products returned to Seller for warranty service. THE LIMITED WARRANTIES MADE BY SELLER HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND OBLIGATIONS OF SELLER OF EVERY NATURE WITH RESPECT TO THE PRODUCTS. NO OTHER WARRANTY WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER BASED IN CONTRACT OR IN TORT, THAT ARISE IN CONNECTION WITH THE PRODUCT OR IN CONNECTION WITH EITHER SELLER'S FAILURE TO DELIVER OR ITS LATE DELIVERY OF THE PRODUCT (INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCT AND LOSS OF PROFITS) EXCEPT THAT SELLER WILL REMAIN LIABLE FOR ANY PERSONAL INJURY SUSTAINED BY OTHERS THAT IS PROVEN TO HAVE BEEN CAUSED BY SELLER'S NEGLIGENCE.

PATENTS, COPYRIGHTS AND RIGHTS TO TECHNICAL DATA: All rights to technical data, patents and copyrights associated with the products sold by Seller shall remain vested with Seller.

CONFIDENTIAL DISCLOSURE: Buyer shall keep confidential all designs, processes, drawings, specifications, reports, data and other technical and proprietary information in the features of all parts, equipment, tools, gauges, patterns and other items furnished or disclosed to Buyer by Seller.

ASSIGNABILITY: Neither party may assign or transfer any of the rights, duties or obligations herein without the prior written consent of the other party. Any purported attempt to do so shall be null and void. **WAIVER OF BREACH:** The failure or delay of Seller to insist upon compliance of any term or condition herein shall not operate as and is not intended to be construed as a waiver or amendment of such term or condition or of the right of Seller to insist upon compliance with such term or condition or to take remedial steps to recover damages or other relief for noncompliance. Any express waiver of a term or condition contained herein will not operate and is not to be construed as a waiver of any subsequent breach irrespective of whether occurring under similar or dissimilar circumstances.

LAW GOVERNING: This sales order is to be governed by and construed according to the laws of the Province of Quebec.

FORCE MAJEURE: Seller shall not be liable for delay or non-delivery due to causes beyond its reasonable control including but not limited to acts of God, public enemy, war (declared or undeclared), compliance with any government regulations, fire, flood, labor disputes or design changes agreed to between the parties during the course of manufacture. Seller shall not be charged with liability for delays in transit caused by strikes, shortage of labor, government regulations and restrictions or prohibitions, and any extra expense occasioned thereby shall be borne by the Buyer.

ENTIRE AGREEMENT: The terms and conditions contained in this sales order constitute the entire understanding between the parties and supersede any previous communications, representation or agreements by either party, whether verbal or written. No change or modification of any term or condition shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

COSTS AND ATTORNEY'S FEES: In the event that it becomes necessary for the Seller to bring suit against the Buyer for the Buyer's breach of any of the conditions or terms of this sales order, for recovery of products already delivered and for damages incurred, the Seller shall be entitled to recover in addition to damages and recovery of its products, reasonable attorney's fees and the costs and disbursements of said lawsuit.

**16715 Hymus Blvd. Kirkland, QC H9H-5M8 Canada
Phone: 514.684.8666 Fax: 514.684.3615**