



AeroTek Manufacturing Ltd. Supplier Agreement

“**Buyer**” refers to AeroTek Manufacturing Limited, a privately held company incorporated in the Province of Ontario.

“**Seller**” refers to the vendor/supplier/contractor or the like who is selling their product(s) and/or service(s) to AeroTek Manufacturing Limited, and/or its customer(s).

“**Parties**” refers to the Buyer and Seller together with respect to this agreement.

“**Agreement**” refers to this contractual agreement being entered into by the parties.

1.0 Acceptance - in accepting the purchase order, the Seller agrees to the terms and conditions contained herein.

2.0 Agreement - This agreement shall be governed by the laws of the Province of Ontario. The purchase order, including pertinent drawings, specifications, and all other information, if any, shall constitute the entire agreement between the parties and supersede all prior offers, negotiations, and agreements relating to the subject matter. No condition inserted by the Seller in acknowledging and accepting this order shall be effective unless such condition(s) is(are) accepted by the Buyer in writing. No waiver by the Buyer of any default shall be deemed a waiver of any subsequent default. Either the Buyer or Seller may assign their rights under this contract, but neither may without the written consent of the other party delegate their performance to an assignee.

3.0 Shipping instructions and Invoicing - The Seller agrees to properly prepare all goods for shipping so as to prevent damage in transit, to comply with the Buyer's shipping and/or routing instructions, and to ship in accordance with common carriers in a manner so as to incur a minimum transportation cost. No additional charge shall be made against the Buyer unless otherwise stated herein in connection with the foregoing. The Seller bears all risk of loss, deterioration, or damage until the goods are delivered as required in the agreement. The Seller shall be paid in cash or equivalent, as agreeable to the Seller, after the date of delivery of goods/services and by the terms of the purchase order, upon the submission of properly certified invoices, the prices stipulated herein for goods delivered and accepted or services rendered and accepted, less deductions, if any, as provided herein.

4.0 Delivery - Delivery shall be in accordance with this order and time is of the essence. When the Seller has reason to believe that a delivery will not be made as scheduled, written notice concerning the cause of the delay and estimated delivery date shall be forwarded immediately to the Buyer. If shipment by premium transportation becomes necessary in order to fulfill the Seller's delivery requirement(s) of this agreement, transportation charges in excess of what the Buyer has previously agreed to pay, shall be paid by the Seller. Nothing contained in this article shall prevent termination by the Buyer under the provisions of this order.

5.0 Warranty - The Seller expressly warrants that all goods covered by this agreement will conform to the specifications, drawings, samples, or other information provided or specified by the Buyer, and will be of merchantable quality, of good material and workmanship and free from defect. The Seller expressly warrants that all goods covered by this agreement which are of the Seller's design or are the Seller's standard product or are in accordance with Seller's specifications, will be fit and sufficient, for the purpose intended. Payment for, inspection of, and acceptance of the goods shall not constitute a waiver of any breach of warranty. The warranties of the Seller together with the service guarantees shall extend to the Buyer's customers. The Seller must notify the Buyer any nonconforming product shipped to the Buyer.

6.0 Changes - No changes in this order shall be made by the Seller without prior written amendment by the Buyer's authorized procurement representative. The Buyer shall have the right to make changes and/or additions to the drawings, designs, and specification of material, specifically manufactured, to issue additional instructions, or to reduce or increase the quantities, or to modify the method of shipment, packaging, or place of delivery. If any such changes made cause an increase or decrease in the time required for, or the cost of, the performance of any part of this order, an equitable adjustment in the delivery requirement or contract price will be made, and this order will be modified and agreed by both parties in writing accordingly. Any claim for adjustment under this provision must be asserted by the Seller, in writing, within fifteen (15) days from the date a change is ordered. Nothing in this provision, however, shall excuse a Seller from proceeding with the order as changed. Seller must notify the Buyer of any changes in product and/or process definition and obtain Buyer's approval.

7.0 Buyer Furnished Properly - All drawings, materials, tool specification, data, and other items and information, furnished or specifically paid for by the Buyer shall remain the property of the Buyer, and shall be returned upon completion of the Seller's work, without additional cost; shall be kept for filling orders for the Buyer, shall be kept separate, and shall be clearly identified as the property of the Buyer. The Seller assumes all liability for loss and/or damage, with the exception of normal wear and tear, and agrees to supply detailed statements of inventory, as requested by the Buyer. Neither the purchase order nor delivery to the Seller of the Buyer's property shall grant or convey to the Seller any rights to reproduce the articles called for hereunder, the drawings, specifications, data, tool specification, or other information, for anyone other than the Buyer. Seller must notify Buyer of any changes in product and/or process definition and obtain Buyer's approval.

8.0 Insurance - The Seller will carry adequate insurance (fire, theft, extended coverage) against unusual risks of loss covering any property belonging to the Buyer, so long as such property is in the possession, control of, or transit from, the Seller's facility, as delivery requirements called for herein. Said insurance shall be payable to the Buyer and the Seller as appropriate.

9.0 Indemnification - The Seller shall indemnify and hold harmless the Buyer, its officers and employees, to the full extent of any liability, loss, damage or other cost or expense by reason of alleged or actual property damage or personal injury arising out of, as a result of, or in connection with, any act or omission of the Seller, its employees, agents, subcontractors, or lower tier subcontractors.

10.0 Patents - The Seller warrants that the sale or use of its products shall not infringe any Canadian or foreign patent, and the Seller undertakes to indemnify the Buyer against all judgments, decrees, costs, and expenses resulting from any alleged infringement and to defend, upon request of the Buyer, its vendees, licensees, lessees, or assignees under any claim of patent infringement in the use or sale of the Seller's products and/or services. The Seller agrees to obtain like protection from its suppliers of materials or items incorporated in the products and/or services covered by this order.

11.0 Price Reduction - If during the term of this order, the Seller makes a general price reduction in the price of any of the products being purchased by this order, at the stated quantities, an equivalent price reduction shall be applied to this order for similar quantities placed under this order and unshipped at the time of such general price reduction. Such newly established prices shall apply for the duration of this order, or until such prices are further reduced.

12.0 Taxes - The purchase order shall not impose upon the Buyer any liability for payment or reimbursement of any tax or taxes now, or hereafter, imposed by any taxing authority, upon the transaction(s) herein. Unless the Seller in its acceptance of the purchase order and price quotation expressly specifies the nature and



amount of tax to be added thereto, and such additional amount is further agreed to by the Buyer. Any tax so imposed and not agreed to by the Buyer shall be paid by the Seller.

13.0 Default - If the Seller fails to make delivery or repudiates or if the Buyer regretfully rejects the goods or revokes acceptance thereof, then with respect to any goods involved, and with respect to the whole, if the breach goes to the whole of the contract, the Buyer may cancel all or any part of the contract. Whether or not the Buyer does so, the Buyer may, in addition, recover from the Seller damages as to all goods affected whether paid or not if they have been identified in the contract. The Buyer may mitigate its losses by making, in good faith, and without unreasonable delay, any purchase of or contract to purchase goods, in substitution for those due from the Seller (the "Substituted Purchase"). The Buyer shall recover from the Seller as damage and/or loss the difference between the cost of the Substituted Purchase and the contract price together with any incidental or consequential damages. The foregoing shall not be the exclusive remedies of the Buyer for any such breach by the Seller, but the Buyer shall have all other remedies available in law or equity.

14.0 Setoff and Withholding - The Buyer may set off any amount due from the Seller, whether or not in the purchase order, against any amount due to the Seller hereunder. The Buyer may withhold from payment to the Seller an amount sufficient to reimburse the Buyer for any loss, damages, expenses, or other costs or liabilities related to the Seller's alleged or actual failure to comply with any requirement of this purchase order.

15.0 Termination - Buyer may terminate this purchase order, in whole or in part, at any time, by written notice to the Seller. Upon termination, in whole or in part, of this purchase order by Buyer, Seller will, as to the terminated portion of the purchase order, stop work immediately, notify subcontractors to stop work, and protect the Buyer's property in the Seller's possession. Except where such termination is occasioned by the default or delay of Seller, Seller may claim reimbursement on forms which Buyer will furnish on request, for Seller's actual costs incurred up to and including the date of termination which are properly allocable to, or apportionable under recognized accounting practices to the terminated portion of the purchase order, including liabilities to subcontractors previously billed or paid for, but excluding any charge for interest or any materials which Seller may be able to defer to other orders.

16.0 Identification of Documentation - All documents submitted to the Buyer in connection with this order, e.g.:invoices, packing slips, correspondence, etc., shall be identified with the purchase order number, the applicable purchase order item number, Buyer's part number, as applicable, and Buyer's description of the item being purchased. Failure to comply with this provision may result in the rejection of documentation, the shipment, or both, and Buyer shall not be liable for any damages or losses whatsoever in connection therewith.

17.0 Insolvency of Seller - If the Seller shall become bankrupt, insolvent, or make an assignment for the benefit of creditors, or if proceedings shall be commenced under the Bankruptcy Act or similar legislation against the Seller, during the term of this contract, this contract shall be deemed to be breached by the Seller, and the Buyer shall have the right to terminate this contract immediately by serving written notice of such termination. Such termination shall not affect any claim for damages available to the Buyer.

18.0 Waste Disposal - If the purchase order includes the transportation, treatment, and/or disposal of waste, the Buyer's liability ends once the Seller's truck has been loaded.

19.0 Inspection - Specifications - All goods shall be in accordance with the specifications specified on the purchase order and shall be subject to inspection and test by the Buyer during manufacture.

20.0 Inspection - Rejection - Where practical and at all other times and places, all goods shall be received subject to Buyer's inspection while in Seller's possession. Goods returned to the Seller will be inspected and accepted regardless of source inspection, inspection or test of, or payment for. Acceptance by the Buyer does not relieve Seller of liability for latent defects or fraud. The Buyer shall have the right to reject any goods found to be defective in materials, workmanship, or otherwise not in compliance with the requirements of the purchase order and return the same at Seller's expense. Buyer may require replacement or correction by Seller. If any goods fabricated by Seller from materials furnished by the Buyer are rejected due to Seller's fault or failure to meet requirements of this purchase order, the Seller shall pay Buyer the full replacement cost of the material so furnished. Seller will pay Buyer full replacement cost of Buyer's materials or damaged tools charged back to the Seller at full purchase order price plus all transportation charges.

21.0 Right of Entry - Seller's acceptance of the purchase order entitles Buyer access to Seller's premises and any place necessary to determine and verify the quality of contracted work, records, and materials. This right of entry includes, but is not limited to, source inspection, process, paperwork, or quality system audit, survey, or verification that all requirements and specifications stipulated by the purchase order are met or are being met. This right of entry shall also be extended by the Seller to the Buyer's customer(s), supplier(s), regulatory agencies, and co-representative of the Buyer.

22.0 Delegation of Supplier Verification to Subcontractors - Where Buyer has delegated product verification to Seller, the Buyer shall explicitly define the requirements for the delegation. The Seller shall maintain explicit records to demonstrate compliance to specification and objective evidence to support Seller verification.

23.0 Requirements Flow down - If Seller is required to further subcontract work, materials, and/or inspection, it shall be the Seller's sole responsibility to ensure that all terms, conditions, and specifications stipulated in the Buyer's purchase order flow down to Seller's subcontractor(s), agents and/or representatives. Any characteristics not verifiable upon receipt of goods by Buyer shall be controlled by Seller or Seller's subcontractor, in accordance with this purchase order and other provisions. This flow down of requirements must include Buyer's right of entry to Seller or Seller's subcontractors' premises and Seller or Seller's subcontractors' requirement to maintain and provide objective evidence to support verification of workmanship and compliance to all requirements of the Buyer's original purchase order.

24.0 Certificates - Where specified by the purchase order, a certificate of analysis or certificate of compliance must be supplied.

25.0 Test reports/specimens - Where required by the purchase order, test reports and/or test specimens must be provided with the first delivery scheduled or a date to be specified by the purchase order.

26.0 Records - All production, quality, and testing records must be maintained for a period of not less than 10 years. The records must be readily available for audit, review and/or inspection, as per provision 21.0 above.

27.0 Partial Invalidity: Waiver - If any provisions of these Terms and Conditions or the purchase order hereunder are or become void or unenforceable, the other provisions shall remain valid and enforceable. Waiver of one provision of these Terms and Conditions by Buyer shall in no way act as a waiver of any other provisions herein.



28.0 Assignment - The Seller shall not assign, sublet or subcontract the purchase order, in whole or in part, without the prior written approval of the Buyer.

29.0 Order of Precedence - In the event of inconsistency among the provisions of the purchase order, such inconsistencies shall be resolved by giving precedence in the following sequence: (1) provisions of the purchase order itself; (2) these terms and conditions; and (3) other documents, drawings, samples, exhibits or attachments.