

PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance or acknowledgement

This purchase order including conditions becomes a contract when C-COM Satellite Systems Inc. (the “Purchaser”) receives a written acceptance hereof or upon the seller making shipment of the goods or part thereof ordered hereunder. The term “goods” includes but is not limited to materials, components, and services. The seller by returning a written acceptance to the Purchaser or by shipment aforesaid shall be deemed to understand and agree that the terms and conditions herein shall bind both parties. This purchase order and any schedules attached to this purchase order constitute the entire agreement between the parties and no other terms and conditions whether oral or written and whether precedent or subsequent in time shall have any force or effect unless agreed to in writing by both seller and Purchaser. The failure of either party to enforce its rights hereunder shall not constitute a waiver of such rights or any other rights in this contract.

2. Seller quotations

Reference in this purchase order to the seller’s quotation does not imply acceptance of any terms and conditions in such quotation unless they are expressly adopted herein. Any terms and conditions in such quotation which amend or add to, or are inconsistent with these terms and conditions, shall be deemed to be null and void and of no effect.

3. Processing of order

The seller understands and agrees as follows:

- (a) that this purchase order must not be filled at higher prices than quoted or last charged without written acceptance from Purchaser;
- (b) that no charge will be allowed for boxing, packing or crating, carting or loading, unless expressly agreed to on the purchase order;
- (c) that it will show the purchase order number on all invoices, packages, bills of lading, etc., and all communications in reference thereto;
- (d) that it will render a separate invoice for each order or shipment.
- (e) that it will send invoices to office of mailing, indicating on invoices cash discount terms for prompt payment;
- (f) all goods must be shipped by the route designated by the Purchaser, if any, and any additional freight or cartage costs incurred directly or indirectly through the seller failing to observe this condition will be charged to the seller’s account.

4. Inspection

Except as otherwise agreed in writing, all shipments shall be subject to final inspection by Purchaser after receipt by Purchaser at destination. Delivery to the Purchaser is not to be an acceptance unless inspected and approved by Purchaser subject to further rejection by:

- (a) Defective workmanship or goods rejected by the Purchaser within one year of the date of receipt at Destination, or
- (b) Latent defects, frauds and mistakes.

5. Warranty

Seller expressly understands and acknowledges that Purchaser is purchasing the goods set forth in this purchase order for the purposes of resale to Purchaser's customers and that Purchaser's customers shall have the full benefit of any warranties hereunder. In addition to any warranties imposed or implied by law, seller warrants that all goods and services furnished pursuant to this purchase order will be free from defects in material or workmanship and will be in conformity with the requirements of this purchase order, including drawings and specifications, if any, and reasonably fit for the purpose disclosed in this purchase order or in such drawings and specifications, and seller further warrants that such products and services will be merchantable and fit for the purpose for which they are sold, and where design is seller's responsibility, will be free from defects in design. Seller further warrants that it has complied with all applicable packaging and labeling laws in the U.S. and Canada. Purchaser's approval of seller's design or material shall not be construed to relieve seller of the warranties or indemnities set forth herein. Without limitation of any rights which Purchaser may have at law by reason of any breach of warranty, products which are not as warranted may at any time within twelve

(12) months after delivery be returned at seller's expense. Purchaser at its option may require seller either to replace such products at no additional cost to Purchaser (seller must pay all repacking, transportation and handling charges both ways) or to refund the purchase price and any charges in connection therewith. If the seller is unable or unwilling to effect such replacement, repair or correction, the Purchaser may do so by using its own workmen, goods, or facilities or by outside contract, and shall be entitled to charge the seller for excess costs directly or indirectly occasioned thereby.

6. Cancellation / Assignment

The right is reserved to the Purchaser to cancel at any time this purchase order in whole or in part upon notice to the seller. If cancellation takes place, delivery shall be accepted of all goods at the purchase order price completed prior to the notice of cancellation. Neither the purchase order nor any interest therein nor any claim arising hereunder shall be transferred or assigned by seller without the prior written consent of Purchaser. Purchaser may transfer or assign the benefits of this purchase order, in whole or in part, including without limitation seller's warranty, without the approval of seller.

7. Risk

If services and/or other goods are being supplied, such other goods remain at the complete risk, responsibility, and loss of the seller until this purchase order is fully completed. If damage, loss, theft, robbery or impairment occurs to any goods, the seller shall replace such other goods at the seller's sole cost and expense. In the event the seller terminates or abandons the services, either temporarily

or permanently, the Purchaser may take all necessary steps to complete the services and the seller is responsible for all damages incurred by the Purchaser.

8. Over-shipment

All over-shipments made are the seller's responsibility. The Purchaser reserves the right to reject and return, at the seller's expense, any goods in excess of the quantity ordered.

9. Indemnity

The seller, the seller's employees, servants and agents will comply with all statutes and regulations of Canada and Ontario and all other applicable statutes and regulations. Without the limitation of the foregoing, the Purchaser relies upon the skill and judgment of the seller and the seller covenants and agrees that having acquired full knowledge of the use, function, purchase and application of the goods to be supplied hereunder it shall include in its price for and forthwith advise the Purchaser of any alterations which may be necessary to ensure that the goods are fit for the said use, function, purpose and application contemplated. The seller further covenants and agrees to indemnify and save harmless the Purchaser from any and all claims, loss or damages (including special and consequential damage and damages for loss of use) arising directly or indirectly from any breach of the terms of this purchase order and from any claims, loss or damage of whatsoever nature and kind for injury to persons and the destruction of or damage to property arising directly or indirectly from the construction, installation and supply of goods to be furnished hereunder or from anything undertaken or done in fulfilling the provisions of this purchase order.

10. Confidentiality

All specifications, data and other information furnished by Purchaser, or its agents, to seller in connection with this order remain the exclusive confidential information of Purchaser, and any intellectual property therein shall remain that of Purchaser, and shall be treated by the seller as proprietary to the Purchaser and shall not be disclosed or used, outside the limitation of this order, without prior written approval of the Purchaser. Without limiting the generality of the foregoing, the seller shall not, except with the consent of the Purchaser in writing, release information relating to this order for advertising, promotional, or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the Purchaser be used for, or in connection with, any advertising or promotional purpose of the seller.

11. Intellectual Property

Seller agrees to indemnify, save harmless and defend Purchaser from and against any and all suits, claims, damages, costs, and attorney's fees (as well as any settlements of same) arising out of or in connection with any infringement or claimed infringement of any United States, Canadian or other patent, trademark or copyright in the manufacture, use or sale of the products furnished under this purchase order. In case said products are in such suit, or in final adjudication elsewhere, held to constitute infringement, and the use thereof is enjoined, at Purchaser's option, seller shall, at its own expense, either (a) procure for Purchaser the right to continue using said products, (b) replace same with equally efficient non-infringing products, (c) modify it without impairing its efficiency so it becomes non-infringing, or (d) remove said products and refund the purchase price and the transportation and installation costs thereof.

12. Extras

No charges for extras will be allowed unless they have been ordered in writing by the Purchaser and the price agreed upon.

13. Governing Law

The Purchaser and seller agree that this purchase order and any schedules attached to this purchase order shall be governed by and construed according to the laws of the Province of Ontario and the courts of such Province of Ontario shall have sole jurisdiction. The seller agrees to and attorns to the jurisdiction of the Province of Ontario including all executions and processes issued therefrom.

14. Discount terms

Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices, whichever date is later.

15. Hazardous goods

As applicable, goods must be transported by the seller or seller's agent in accordance with all relevant federal and provincial legislation covering the handling and transportation of all hazardous and dangerous goods.

16. Occupational health & safety

The Seller shall conduct all work in accordance with the *Occupational Health and Safety Act* of Ontario and all applicable Regulations, Codes, Standards and Guidelines.

17. W.H.M.I.S.

Material safety data sheets or information sheets as regulated under W.H.M.I.S. must be made available and where goods are being shipped or delivered must accompany the goods as required by law.