



GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1 Application and Acceptance

The following terms and conditions of sale shall apply to any sale of Equipment and Work (as hereafter defined) by Tech-Con Automation ULC (hereinafter called "Tech-Con") and acceptance of these terms and conditions is an express condition of such sale. Purchaser (as hereafter defined) shall be deemed to have full knowledge of the terms and conditions herein and such terms and conditions shall be binding if the Equipment or Work is requested, ordered, or delivered to Purchaser. Alternatively, if Purchaser has not yet requested, ordered or received the Equipment or Work, it shall be deemed to have accepted these terms and conditions if it does not within five days from the date of receiving them deliver to Tech-Con its written objection to said terms and conditions or any part hereof.

1.2 Conflict and Waiver

In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in Purchaser's order or in any other form issued by Purchaser, whether or not any such form has been acknowledged or accepted by Tech-Con, Tech-Con's terms and conditions herein shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon Tech-Con unless made in writing and signed by a duly authorized representative of Tech-Con.

1.3 Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- "Agreement" shall mean the Tech-Con quotation, these terms and conditions and Purchaser's purchase order or other document evidencing acceptance of the Tech-Con offer as set forth in the quotation (excluding any terms and conditions on said purchase order and in any attachment thereto, or in other documents evidencing acceptance, to which terms and conditions Tech-Con hereby expressly objects), together with any amendments to the original documents if agreed in writing by both parties;
- "Equipment" shall mean goods, products, equipment, components, parts, materials and Software (as hereafter defined) and any part thereof, to be provided by Tech-Con pursuant to the Agreement;
- "Purchaser" shall mean the entity purchasing the Work (as hereafter defined) or Equipment, as well as any other owners of the facility where the Work will be carried out or Equipment installed, used or operated.
- "Software" shall mean instructions in machine-readable form, other than source code, and any subsequent versions, enhancements, modifications, or upgrades thereto, delivered by Tech-Con to Purchaser in chip, disc and/or tape format, or downloaded by or on behalf of Tech-Con onto Purchaser's computer systems (including all systems used in monitoring and controlling processes at Purchaser's facilities) by any means whatsoever, together with the associated documentation and manuals; and
- "Work" shall mean any work or services to be performed by Tech-Con or its representatives pursuant to the Agreement, including, without limitation, the design, engineering, manufacturing, assembly, packing, shipping, installation, removal, repair or replacement of any Equipment.

2. QUOTATIONS

Unless otherwise stated, Tech-Con's quotation shall be null and void unless accepted by Purchaser within thirty (30) days from the date of quotation.

3. PRICES/COST OF TRANSPORTATION

All quoted prices are based on the current exchange rates, tariffs and costs of manufacture and labour. Unless otherwise stated in the quotation, quoted prices are subject to change by Tech-Con with or without notice until Purchaser's acceptance. Prices are subject to correction for error. Unless otherwise stated, all prices are F.O.B. factory and include domestic packing. Customary methods of transportation shall be selected by Tech-Con and such transportation will be at Purchaser's expense. Special methods of transportation will be used upon Purchaser's request and at Purchaser's additional expense provided reasonable notice of Purchaser's transportation requirements are given by Purchaser to Tech-Con prior to shipment.

4. TAXES

Prices do not include Goods & Services Tax, Provincial or Municipal sales, use, value-added or similar tax. Accordingly, in addition to the prices specified in the Agreement, the amount of any present or future sales, use, value-added or similar tax applicable to the sale of the Equipment or provision of the Work under the Agreement or to the use of such Equipment by Purchaser shall be paid by Purchaser to the entire exoneration of Tech-Con.

5. DELIVERY

Delivery schedules are approximate and are based on prevailing market conditions applicable respectively at the time of Tech-Con's quotation and Tech-Con's acceptance of Purchaser's order. Delivery shall also depend on the prompt receipt by Tech-Con of the necessary information for engineering and manufacturing. Tech-Con may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

6. HEALTH AND SAFETY

Purchaser shall furnish a safe and healthful place to Work and take all necessary precautions to ensure the safety of Tech-Con's personnel at all times, including instructing them in Purchaser's safety practices and ensuring a safe and effective lock-out tag procedure is in effect with respect to all electrical or mechanical equipment. Except as otherwise agreed, Purchaser shall be responsible for the operation of all equipment (including cranes, rigging and tools), and shall provide free access to all utilities that Tech-Con may require to carry out any of the Work. Purchaser shall immediately take such precautions as may be required to legally eliminate any hazardous or toxic substances or wastes or other contaminants so that the provision of Work required under the Agreement may proceed. If the presence of the foregoing causes an increase in the cost of carrying out this order, an equitable adjustment will be made to the purchase price to reflect such increased costs. Purchaser shall indemnify Tech-Con with respect to any claims, damages, losses, or expenses arising out of Purchaser's failure to properly notify and protect Tech-Con and its on-site personnel about and from any hazards existing at the site.

7. FORCE MAJEURE

Tech-Con shall not be responsible or liable for the failure to perform any obligation under the Agreement or for any delay in the performance thereof or for any loss or damage incurred by Purchaser, or anyone for whom Purchaser is in law responsible, resulting from or contributed to by any cause beyond the reasonable control of Tech-Con including, without limitation: acts of God; war; invasion; insurrection; riot; act of terror; the order of any civil or military authority; acts (including delay or failure to act) of any governmental or quasi-governmental authority or of Purchaser or anyone for whom Purchaser is in law responsible; fire; flood; weather; inclement weather conditions; earthquake; delays in shipping or transportation; unavailability of Equipment; breakdown; sabotage; lock-outs; strikes or labour disputes; faulty castings or forgings; or the failure of Tech-Con's suppliers to meet their delivery promises. The acceptance of delivery of the Equipment or provision of the Work by Purchaser shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.

8. SHIPMENT/DAMAGES OR SHORTGAGES IN TRANSPORT/RISK

Except for obligations stated under section 13 (Warranty) below, Tech-Con's responsibility for the Equipment ceases upon delivery to the carrier. In the event of loss or damage during shipment, Purchaser's claim shall be against the carrier only. Tech-Con will, however, give Purchaser any reasonable assistance to secure adjustment of Purchaser's claim against the carrier provided immediate notice of such claim is given by Purchaser to Tech-Con. Claims for shortages must be made in writing within ten (10) days after receipt of Equipment by Purchaser. If Tech-Con does not receive written notification of such shortages within such ten (10) days, it shall be conclusively presumed that the Equipment was delivered in its entirety. Unless agreed upon otherwise in writing, Tech-Con reserves the right to make partial shipments and to submit invoices therefor.

9. TITLE

Title to the Equipment (which, for the purposes of this section 9, shall exclude any Software unless expressly included by written agreement between the parties) shall not pass from Tech-Con to Purchaser until all payments due under the Agreement have been duly made in accordance therewith. The Equipment shall be and remains personal or moveable property, notwithstanding their mode of attachment to realty or other property. If default is made in any of the payments required by the Agreement, Purchaser agrees that Tech-Con may retain all payments which have been made on account of the purchase price as liquidated damages (and not as a penalty), and Tech-Con shall be free to enter the premises where the Equipment may be located and remove them as Tech-Con's property, without prejudice to Tech-Con's right to recover any further expenses or damages Tech-Con may suffer by reason of such non-payment.

10. LICENCE TO SOFTWARE AND TECHNICAL INFORMATION; NO INTELLECTUAL PROPERTY LICENCE

10.1 Licence to Software

Notwithstanding section 9 hereof and other than Software supplied by a third party for the purpose of completing the Work or for incorporation into the Equipment, where Tech-Con's obligations under the Agreement include the provision of Software, regardless of whether such Software be custom-developed for Purchaser or pre-existing (whether requiring modification or not), Tech-Con shall at all times own all right, title and interest in and to such Software including, without limitation, all related copyrights, patents, trademarks, trade-secrets and know-how or intellectual property of any other kind. Subject to Purchaser's on-going compliance with the terms and conditions hereof, Tech-Con hereby grants to Purchaser a non-exclusive, non-transferable license to install, execute and use such Software for its own internal needs, in relation only to the manufacturing or automation process or computing system specified in Tech-Con's quotation, and only at the specified premises of Purchaser, and to make such copies of the Software as are reasonably required for installation, maintenance, archiving and backup purposes. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in whole or in part the logic or coherence of any Software licensed under the Agreement. Nothing in these terms and conditions shall be construed as giving Purchaser any right to sublicense, sell, assign, lease or in any other manner transfer or encumber Tech-Con's ownership (or where applicable, its licensor's ownership) of the Software; or as limiting Tech-Con or its licensor from using and licensing the software to any third party. In the event that Purchaser violates any of the foregoing license conditions or breaches any of the other provisions hereof, in addition to any other remedies that Tech-Con may have at law, all licenses in relation to the Software, as set-out above, shall immediately terminate and all copies of the Software shall be deleted from Purchaser's computer systems or returned to Tech-Con, as applicable.

10.2 Licence to Technical Information

Copyright in all technical information, analyses and investigations, designs, drawings, plans, proposals, reports and other documents created by or on behalf of Tech-Con for the purposes of carrying out the Work ("Technical Information") shall remain with Tech-Con. Tech-Con hereby grants a non-exclusive, non-assignable licence to Purchaser to make as many copies of the Technical Information as may be reasonably necessary for its own

internal purposes. Purchaser may not distribute or disclose the Technical Information in whole or in part to any third party or use the Technical Information for any purposes not within the scope of the Agreement without the prior written consent of Tech-Con. In the event that Purchaser violates any of the foregoing conditions, or breaches any of the provisions hereof, all licenses in relation to the Technical Information, as set out above, shall immediately terminate, and all copies of the Technical Information shall immediately be deleted from Purchaser's computer systems or returned to Tech-Con, as applicable.

10.3 No Licence to Intellectual Property

All know-how gained, or trade secrets or inventions discovered in the course of the provision of Work by Tech-Con under the Agreement shall remain at all times the exclusive property of Tech-Con. Except as expressly provided in the Agreement or in a separate agreement, Tech-Con does not hereby grant to Purchaser any license to use any intellectual property of any kind (including, without limitation, patents, copyright, trade-secrets or know-how) which is owned by Tech-Con, and no such grant of license shall be implied.

11. LIMITATION OF LIABILITY

11.1 Damages

Notwithstanding any other provision of the Agreement or any applicable statutory provisions, in no event shall Tech-Con be liable to Purchaser for any indirect, special, consequential, incidental, aggravated, exemplary or punitive damages (including, without limitation, damages for or in relation to loss of use of facilities, lateness in delivery, loss of business revenue or profits, downtime costs, the cost of capital or of substitute Equipment or Work, or the cost of replacement power) arising directly or indirectly from any breach of the Agreement (fundamental or otherwise) or from any warranties or indemnities contained herein or therein, or from any acts or omissions of its directors, officers, employees or agents which may give rise to legal liability (whether in tort, including for negligence, strict liability or under any other theory of legal liability). In no event shall the liability of Tech-Con exceed the unit price of the defective Work or Equipment provided under the Agreement, and all such liability shall terminate upon the expiry of the warranty period.

11.2 Survival

The provisions of this Article and of all other Articles and sections of the Agreement providing for limitation of or protection against the liability of Tech-Con shall survive the termination, cancellation or expiration of the Agreement, and shall also protect, to the full extent permitted by law, its direct and indirect suppliers and sub-contractors and their respective agents and employees.

11.3 Resale of Equipment or Work

In the event Equipment or Work sold by Tech-Con under the Agreement is the subject of a resale by Purchaser, Purchaser agrees to bind its customer or customers to provisions limiting liability of Purchaser and its suppliers and sub-contractors which are substantially the same as the corresponding provisions of the Agreement and Purchaser shall indemnify and save harmless Tech-Con from any claims, loss or damage arising directly or indirectly from Purchaser's failure to do so.

11.4 Insured Property Damage

Tech-Con shall not be liable to Purchaser for any damage caused by Tech-Con to Purchaser's property to the extent that such damaged property is insured by Purchaser.

11.5 Losses Arising From Inaccurate Technical Information

Technical Information shall be provided by Tech-Con on the assumption that information furnished by Purchaser or by any person on behalf of Purchaser is correct, and Tech-Con shall not be liable for any loss, damage or extra cost arising from any inaccuracy in such information. If any information furnished by Purchaser is determined by Tech-Con to be inaccurate or incomplete, Tech-Con shall notify Purchaser of the information which is inaccurate or incomplete, as the case may be, and Tech-Con shall be entitled to make any necessary changes in any Technical Information at the expense of Purchaser. If Purchaser becomes aware of any information which is inaccurate or incomplete Purchaser shall forthwith notify Tech-Con of such information.

12. TERMINATION

12.1 Termination Generally

Either party hereto may terminate the Agreement forthwith by written notice to the other if that other party ceases business operations generally; has transferred all or substantially all of its assets or obligations set forth in the Agreement to a third party which has not assumed all of the obligations of Purchaser set forth in this Agreement; becomes insolvent or bankrupt; makes an assignment, proposal or arrangement for the benefit of its creditors; becomes the subject of liquidation or winding-up proceedings; or upon a receiver, trustee, liquidator or custodian being appointed over Purchaser's undertaking or assets.

12.2 Termination for Default

Without prejudicing its rights under the Agreement or at law, either party shall be entitled to terminate the Agreement on fifteen (15) days written notice to the other in the event the other party is in substantial default of its obligations hereunder and such default has not been corrected or reasonably commenced to be corrected within fifteen (15) days of receipt of such written notice of default.

12.3 Termination for Force Majeure

Tech-Con may terminate the Agreement upon the provision to Purchaser of ten (10) days notice if a force majeure event (as described in section 7 hereof) has prevented the resumption of any part of the Work or delivery of Equipment for an aggregate of ninety (90) days or more at the time such notice is given, in which case Purchaser shall compensate Tech-Con for all Work performed and Equipment provided up to the date such notice was given.

13. WARRANTY

13.1 Warranty and Exclusive Remedy (Excluding Software)

Tech-Con warrants that any Equipment manufactured and Work performed by Tech-Con (excluding Software which is covered by the warranty in section 13.3) and furnished to Purchaser under the Agreement, including any part repaired or replaced by Tech-Con during the Warranty Period (as hereafter defined), will be free of defects in workmanship and materials until the earlier of one year (1) or two thousand (2000) production and/or usage hours (unless otherwise provided in Schedule "A" hereto), from the date of shipment of the Equipment to Purchaser or the date of completion of the Work for Purchaser, whichever is earlier (the "Warranty Period"). The above Warranty Period does not apply to Equipment or Work, which has a life (under normal circumstances, conditions or use) inherently shorter than the period indicated; nor does such Warranty Period apply to Equipment or Work of a consumable nature (including but not limited to vacuum cups and washer, etc.) Repairs or replacement deliveries shall not interrupt or prolong the term of the warranty. The obligation under this warranty is limited to the repair or replacement, at Tech-Con's option, of defective Equipment F.O.B. point of shipment or, if designated by Tech-Con, the location where the Equipment was made or in-plant Work rendered, provided that obligation to protect and properly maintain, and operate prompt notice of any defect is given by Purchaser to Tech-Con in writing within the Warranty Period and that upon Purchaser's return of the defective Equipment to Tech-Con properly packed and with transportation charges prepaid by Purchaser, an inspection thereof indicates to Tech-Con's satisfaction that Purchaser's claim is valid under the terms of this warranty. With respect to any Work provided under the Agreement, Tech-Con agrees to remedy any breach of the relevant warranties by re-performing the defective or non-conforming portion of the Work to the same extent as originally provided.

13.2 OEM Warranties

If any of the Equipment furnished hereunder is manufactured by a third party, Tech-Con will pass-through to Purchaser any warranties of the original equipment manufacturer, to the extent permitted by such manufacturer, and Tech-Con makes no warranty whatsoever in respect of same.

13.3 Software Warranty and Exclusive Remedy

Tech-Con warrants that, for a period of ninety (90) days following installation, any Software that is owned by Tech-Con and licensed to Purchaser in accordance with the provisions of the Agreement, if operated as directed, will perform substantially in accordance with its functional specifications. Tech-Con also warrants that the media containing the Tech-Con proprietary software will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of its delivery. Tech-Con's sole liability for any breach of warranty shall be, in Tech-Con's sole discretion: (i) to replace the defective media; (ii) to advise Purchaser how to achieve substantially the same functionality with the Software as described in its functional specifications; (iii) to make all corrections and modifications necessary to the Software so that it will substantially achieve the functionality described in the functional specifications; or (iv) if the above remedies are impracticable, to refund all amounts paid to Tech-Con for the Software, in which case the Software will be de-installed from Purchaser's systems and any copies of the Software returned to Tech-Con. Only errors that are repeated and reproducible will be considered deviations from the functional specifications for the purposes of this Software warranty. Tech-Con does not warrant that the Software will run in a completely error-free fashion. With respect to any third party software furnished by Tech-Con as part of the Work performed hereunder, to the extent permitted by such third party, Tech-Con shall arrange for any associated license to be made out in the name of Purchaser and Purchaser's exclusive warranty in respect of such third party software shall be as set out in the third party license. FURTHERMORE, TECH-CON MAKES NO WARRANTIES OF ANY KIND WHATSOEVER IN RESPECT OF SUCH THIRD PARTY SOFTWARE.

13.4 Warranty Conditions

Tech-Con's warranty obligations shall be voided to the extent that any defect or non-functionality is caused by: any accident involving, misuse or mishandling of, or the failure to properly store, any of the Equipment provided hereunder; any failure on the part of Purchaser to follow the instructions provided by Tech-Con in relation to the Equipment; or in the event that alterations, repairs or maintenance are carried out on the Equipment by Purchaser or by any third party without receiving the prior written authorization of Tech-Con to do so. Any failure by Purchaser to take reasonable steps to prevent further damage to the Equipment or Work as may arise from the ongoing operation of the Equipment or Work following discovery of a breach of Warranty, shall also act to void Tech-Con's warranty obligations. Purchaser shall, at its own expense, make all Equipment readily accessible for repair by Tech-Con, and Purchaser's personnel shall cooperate fully with Tech-Con in effecting such repairs. For greater certainty, in no event shall Tech-Con be responsible for providing working access to any defect, including the removal, disassembly, replacement or reinstallation of any Equipment, equipment, materials or structures to the extent necessary to permit Tech-Con to perform its warranty obligations, or for transportation costs to and from the Tech-Con factory or repair facility, or for damage to the Equipment resulting in whole or in part from accident, or from improper storage, use, operation or maintenance. The applicable warranty shall be void if Purchaser has materially misrepresented any of the circumstances or facts upon which Tech-Con relied in providing the Equipment or Work. In the event that any defect in the Equipment or Work requires correction on an overtime schedule, the premium portion of such overtime shall be for Purchaser's account.

13.5 Scope of Warranty

This warranty is limited to the scope of the Work specified in the Agreement; and the defining of the scope of the Work shall be the sole responsibility of Purchaser. Tech-Con shall not be liable for any failure to be specific nor for any inaccuracy in delimiting the scope of the Work and the terms of any general specification shall be limited to Tech-Con's capability in terms of skills and equipment at the site where the Work is to be done or provided. Purchaser acknowledges that it has disclosed to Tech-Con all information it has relevant to the scope of the Work including, without limitation, information with respect to the condition of Purchaser's equipment, the previous use of Purchaser's equipment and property, and the location of utility services and storm and sanitary sewers.

13.6 Exclusive Warranties, Conditions and Remedies

THE FOREGOING WARRANTIES ARE THE EXCLUSIVE WARRANTIES OF TECH-CON TO THE PURCHASER AND NO OTHER WARRANTIES, REMEDIES OR CONDITIONS, STATUTORY OR OTHERWISE, SHALL BE IMPLIED. ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR THE INTENDED USE, AND AGAINST INFRINGEMENT ARE HEREBY EXPRESSLY EXCLUDED. WITH RESPECT SPECIFICALLY TO ANY SOFTWARE PROVIDED HEREUNDER, EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED ABOVE, SUCH SOFTWARE IS PROVIDED "AS IS" AND THE PURCHASER ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. THE REMEDIES PROVIDED ABOVE ARE THE PURCHASER'S SOLE REMEDIES FOR ANY FAILURE OF TECH-CON TO COMPLY WITH ITS OBLIGATIONS. Correction of any non-conformity in the manner and for the period of time provided above shall constitute complete fulfillment of all the liabilities of Tech-Con whether the claims of Purchaser are based in contract, including fundamental breach, in tort or delict, including negligence, or otherwise with respect to or arising out of the Work performed under the Agreement.

14. INSTALLATION

Unless otherwise expressly agreed, the Equipment shall be installed by and at the risk and expense of Purchaser. In the event that Tech-Con is requested to supervise such installation, Tech-Con's responsibility shall be limited in accordance with the preceding Article. Purchaser shall remain responsible for all other aspects of the Work including compliance with all applicable laws and regulations.

15. PUBLICITY

Tech-Con shall, with the consent of Purchaser (which consent shall not be unreasonably withheld), be permitted to make public information concerning the entering of this Agreement by Tech-Con and Purchaser and, in addition, Tech-Con shall be permitted to provide to prospective customers with basic information about the Work done by Tech-Con for Purchaser under the Agreement, provided that under no circumstances shall information which is commercially sensitive to either party be publicly released at any time.

16. RETURNED GOODS

No Equipment may be returned to Tech-Con without Tech-Con's prior written permission. Tech-Con reserves the right to decline all returns or to accept them subject to a handling/restocking charge. Even after Tech-Con has authorized the return of Equipment for credit, Tech-Con reserves the right to adjust the amount of any credit given to Purchaser on return of the Equipment based on the conditions of the Equipment on arrival in Tech-Con's facilities. Credit for returned Equipment will be issued to Purchaser only where such Equipment is returned by Purchaser and not by any subsequent owner of the Equipment. Equipment will be considered for return only if it is in its original condition and packaging.

17. TERMS OF PAYMENT

Unless otherwise stated in the Agreement, thirty percent (30%) of the quoted price shall be forthwith due and payable with submission of the order; twenty percent (20%) of the quoted price shall be forthwith due and payable upon design approval; thirty percent (30%) of the quoted price shall be forthwith due and payable upon acceptance of Equipment at Tech-Con prior to delivery; and twenty percent (20%) of the quoted price shall be forthwith due and payable thirty (30) days after acceptance at Purchaser's facilities. Unless specifically provided, no cash discount shall be available to Purchaser. Should payment not be made to Tech-Con when due, Tech-Con reserves the right, until the price has been fully paid, to charge Purchaser with interest on such overdue payments at the rate of eighteen percent (18%) per annum. The charging of such interest shall not be construed as obligating Tech-Con to grant any extension of time in the terms of payment. If payments are not made when due, Tech-Con, upon fifteen (15) days written notice, may, at its option, suspend all further Work and deliveries under the Agreement. Resumption of Work and deliveries thereafter is contingent upon correction of the payments deficiency.

18. CHANGES AND CANCELLATION

Orders accepted by Tech-Con are not subject to changes or cancellation by Purchaser, except with Tech-Con's written consent. In such cases where Tech-Con authorizes changes or cancellation, the price, performance, schedule and other pertinent provisions of the Work and deliveries will be adjusted by mutual agreement of the parties prior to implementation of the change; and Tech-Con reserves the right to charge Purchaser with reasonable costs based upon expenses already incurred and commitments made by Tech-Con, including, without limitation, any labour done, material purchased and also including Tech-Con's usual overhead and reasonable profit and similar cancellation charges from Tech-Con's suppliers. Expenses incurred by Tech-Con due to (i) delays, other than delays which are within the reasonable control of Tech-Con; and (ii) changes in applicable laws and requirements after the date of acceptance of the order by Tech-Con, as applicable, will be treated as changes to the scope of the order in which case the Agreement (including without limitation, the quoted price) shall be adjusted as set forth above.

19. EXPENSES

All reasonable travel, living, incidental and other expenses incurred by Tech-Con and its personnel in the performance of the Work, shall be paid by Purchaser. Expenses shall be charged to Purchaser at cost, plus a ten percent (10%) administration fee. If Tech-Con's personnel use a personal or corporate automobile for transportation to the site where work is to be performed, travel expenses shall be calculated at the Tech-Con's current rate per mile (or kilometre), plus road tolls, plus a ten percent (10%) administration fee. Otherwise, travel expenses shall be calculated as the actual cost of air or rail transportation and local taxi or automobile rental costs, plus a ten percent (10%) administration fee. Air or rail transportation will ordinarily be in coach, tourist or economy class. First Class accommodations will be used only under special circumstances such as the unavailability or unsuitability of lesser accommodations. Purchaser will pay any extraordinary expenses resulting from any request by it that Tech-Con personnel be available at the required destination on an expedited basis, plus a ten percent (10%) administration fee. Purchaser shall also reimburse Tech-Con for its personnel's lodging, meals and other expenses incidental to the performance of the Work while at the site and to travelling to and from the job site (such as charges relating to telephone calls, facsimile transmissions, postage and freight charges, and including, where appropriate, the cost of weekend accommodation), plus a ten percent (10%) administration fee.

20. THE AGREEMENT AND CHOICE OF LAW

The Agreement between Tech-Con and Purchaser shall constitute the complete agreement and shall supersede all previous quotations, orders, negotiations, representations, understandings or agreements, whether written or oral. The law of the Province of Ontario shall govern the validity, interpretation and enforcement of the Agreement and of any agreement or contract of which these terms and conditions are a part. The parties agree that, in the event they are unable to settle any disputes through good faith negotiations, they shall atorn to the exclusive jurisdiction of the courts located in the Province of Ontario for the settlement of any such disputes. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

21. SECTION HEADINGS

The section headings contained in these terms and conditions and elsewhere in this Agreement are provided for ease of reference only and shall not be used in the interpretation of these terms and conditions or the Agreement.

22. GENDER AND NUMBER

Wherever in the Agreement the context so requires, the singular number shall include the plural number and vice versa; any gender therein used shall be deemed to include the feminine, masculine or neuter gender and visa versa; and "person" shall mean an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, or other entity or a government or any agency, department or instrumentality thereof.

23. NO WAIVER

No waiver by either party hereto of any breach of any of the covenants in the Agreement shall take effect or be binding upon that party unless the same be expressed in writing and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other future breach.

24. INVALIDITY

The invalidity of any provision or unenforceability thereof shall not affect the validity or enforceability of any other provision of the Agreement, and any such invalid or unenforceable provision shall be deemed to be severed herefrom.

25. ASSIGNMENT

Purchaser may not assign the Agreement without the prior written consent of Tech-Con, which consent may not be unreasonably withheld.

26. INDEPENDENT CONTRACTOR

Nothing in the Agreement shall create or shall be construed so as to create any relationship of principal and agent between Purchaser and Tech-Con, and for all purposes Tech-Con shall be an independent contractor in performing the Work.

27. SURVIVAL

The provisions of sections 10, 11, and 17, together with any other appropriate provisions, shall survive the suspension or termination of the Agreement.