

CYBER GENERAL PURCHASING CONDITIONS

The Purchase Order terms and conditions including these general purchase conditions apply to the purchase by Cybernetic Control Systems Inc.(CYBER) of goods and services works herein (“the work”) unless otherwise specified in writing.

1. ACCEPTANCE OF CONDITIONS

The Purchase Order contains the entire agreement between the parties. The Purchase Order terms and conditions including these general purchase conditions will be deemed accepted by the Supplier, upon the earlier of a) Supplier’s beginning to perform the work, or b) Supplier’s unconditional receipt of any moneys from CYBER, or c) Supplier’s acknowledgements of the Purchase Order. Any deletions from modifications or additions to the Purchase Order terms and conditions, including these general purchase conditions shall not be binding unless agreed upon in writing by both parties. Unless specifically requested, acknowledgement by the Supplier is not required. Foreign Supplier must forward two copies of customs invoices with shipment. All other Suppliers must forward delivery note with shipment to address shown for delivery. The Supplier shall inform CYBER for every delivery and provide CYBER with all information in order that CYBER can follow the goods during shipment.

2. PRICES, TAXES AND DUTIES

Unless agreed otherwise, the price stated is a fixed price, DDP Delivery Duty Paid named place of destination CYBER including any taxes and duties, quoted in Canadian dollars and including, without limitation, all charges and expenses of Supplier, freight and insurance checking, packing, marking, boxing and cartage. Any and all applicable shipping, taxes and duties shall be set out separately.

3. SHIPMENT

Any shipment released prior to the delivery date shown on the Purchase Order and not in accordance with the CYBER’s shipping instructions shall, at CYBER’s option, be returned to the original shipping point or received and stored by CYBER and the supplier shall pay all costs incurred in relation thereto by way of deduction from the Purchase price. CYBER also reserves the right upon failure to comply with shipping instructions or error in delivery to withhold any and all payments due or owing to the Supplier hereunder.

4. TIME IS THE ESSENCE IN THE EXECUTION OF SUPPLIER’S OBLIGATIONS HEREIN.

5. INSPECTION AND TESTING

If the Purchase Order, CYBER’s instructions, laws, ordinances or any public authority require any work to be inspected, tested or approved, the Supplier shall give CYBER advance notice of its readiness for inspection and if the inspection is by an authority other than CYBER, Supplier shall notify such authority and CYBER that the work is ready for inspection. Inspection or re-inspection of any portion of the work or of the work related thereto may be ordered by CYBER at any time during the work and until the end of the Warranty Period as defined herein. The Supplier shall uncover or otherwise expose the questioned work for inspection. If such work is found to be in accordance with the contract, CYBER shall pay the costs of exposing the questioned work, and of the inspection, re-inspection and restoration. If such work is found to be not in accordance with the contract, the Supplier shall pay such costs.

6. CHANGES IN THE WORK

CYBER may, from time to time, make changes in the work without invalidating this Purchase Order. The changes in the work may cause an adjustment in the time schedule. In the event of such changes, the Purchase Order price or delivery schedule may be adjusted by agreement between CYBER and the Supplier. If, in the Supplier's opinion, any change will involve a charge in the price or the time schedule, the Supplier shall promptly give CYBER written notice thereof before proceeding to execute the changed work. The Supplier will not proceed without written authorization having been given by CYBER and claims by the Supplier for work performed without such authorization will not be valid.

7. TERMINATION FOR CYBER'S CONVENIENCE

CYBER has the right to cancel this Purchase Order in whole or in part at any time upon notice in writing to the Supplier. In such case, delivery shall be accepted of all work completed prior the notice of cancellation. The provisions of this clause are without prejudice to the rights and recourse of CYBER if deliveries of work or parts thereof are in arrears.

8. COMPENSATION

CYBER may, at any time, set off any debt owed by the Supplier to CYBER against any sum which CYBER may owe to the Supplier or any guarantee it has provided to CYBER under this Agreement.

9. OPEN BOOKS

The Supplier shall account separately for the cost of the work in accordance with generally accepted accounting principles and practices in Canada. The Supplier shall retain all the account books and registers and the documents relating to this Agreement, and any document which served in the preparation of its proposal, for three (3) years after final acceptance of the work. At CYBER's request, the retention period shall be extended.

10. TITLE AND RISK

Title to the work under this Purchase Order (free of all damages, liens, claims or encumbrances) and risk of loss shall pass from the Supplier to CYBER upon receipt by CYBER DDP Delivery Duty Paid named place of destination (Incoterms 2010) unless otherwise agreed in writing.

11. WARRANTY

Supplier expressly warrants that all work delivered under this Purchase Order will conform to any sample and any specifications, drawings of other description furnished or referenced to by CYBER and will be fit and sufficient for the intended purpose of CYBER and be of first class and merchantable quality, of the highest standards performance and free from defects in design, materials and workmanship. The Supplier will, at his own expense, repair or replace, delivery The Supplier further guaranties the work against all latent defects and against eviction of the whole or any part of said work. These warranties do not limit or restrict, in any way, any additional warranties available to CYBER under law.

WARRANTY durations on products purchased will begin when CYBER or our customers put the product into use, or 24 months from purchase (Excluding perishables)

12. PATENT AND TRADE MARK

Supplier warrants that all merchandise delivered and services performed hereunder and the manufacture, sale and use thereof will not infringe any patent, copyright or trademark and that the Supplier will, at his own expense, defend, indemnify and hold harmless CYBER, its successors, assignees and customers from and against all claims, demands, actions and liability arising out of such infringements.

13. GENERAL INDEMNITY

Supplier covenants and agrees to be responsible for and to indemnify and save harmless CYBER and CYBER's customers from and against all loss, liability, cost and expense (including legal fees) connected with all personal injury including death and damage to property arising out of any act or omission of the Supplier, its employees, agents or subcontractors.

14. CONFIDENTIALITY

Information, which is designated by CYBER as confidential, shall be held in strict confidence by the Supplier and shall not be disclosed except upon written authorization of CYBER and upon such terms and conditions as CYBER may specify. All documents provided to the Supplier by CYBER are deemed to be CYBER's property and could not be used for other purposes than the present Purchase Order, unless otherwise agreed in writing by CYBER.

15. COMPLIANCE

Supplier warrants that all goods delivered hereunder shall be in strict compliance with all applicable codes, standards, laws and regulations and Supplier shall indemnify and hold harmless CYBER and its customers from and against all loss, liability and fines arising of the Supplier's failure to so comply.

16. HAZARDOUS PRODUCTS

The Supplier shall inform itself and comply with the governmental regulatory scheme known as "The Workplace Hazardous Material Information System" (WHMIS) and all federal and provincial statutes and regulations associated thereto. The Supplier shall advise CYBER of any and all hazardous products, processes and/or chemicals to be delivered to CYBER. Up to date Material Safety Data Sheets for these products shall accompany their shipment DDP Delivery Duty Paid named place of destination (Incoterms 2010) and shall be available at all times to CYBER for review. In the event that the Supplier fails to comply with these provisions, CYBER reserves the right at its option, to terminate the Purchase Order and to return all work to the Supplier and all costs in relation thereto shall be for the Supplier's account.

17. GOVERNING LAW

The Purchase Order terms and conditions including these general purchase conditions shall be interpreted according to the laws of the Province of BC, Canada.

18. ENVIRONMENTAL CLAUSE

In fulfillment of its obligations under the terms of the present contract, the supplier and its subcontractors declare that applicable government regulations (federal, provincial and municipal) with respect to environmental protection and conservation will be observed in accordance with the (CYBER) Environmental Policy, a copy of which is available on our Web site.

In the event of an accidental spill or discharge of any substance that is infectious, toxic or harmful to the environment ("Contamination"), caused by the supplier or its subcontractors while carrying out activities at the airport under this contract, the supplier must immediately advise CYBER and commence as soon as possible any necessary cleanup, decontamination, removal, disposal and/or remedial action, and must comply with, where applicable, any directives contained in environmental laws issued with respect to said Contamination, entirely at its own expense and to CYBER's satisfaction. In addition, the supplier will assume the costs of any emergency procedure required and any environmental audit report requested by CYBER before and/or after the decontamination.

The supplier guarantees that it will compensate CYBER and hold it harmless for any costs, losses, claims, demands, legal actions, damages, penalties or liabilities that CYBER might sustain or incur because of said Contamination.

CYBER may decide at any time to carry out the decontamination, cleanup and/or remediation work itself, at the supplier's expense.

The two (2) parties agree that acceptable environmental protection practices by the supplier and its subcontractors are a condition of this contract. A supplier that has not fulfilled its environmental obligations may be considered to be in default of the present contract.

19. REQUIRED APPROVALS

CYBER only purchases CSA/UL/ETL approved electrical items. Any pressure fitting or vessel must have appropriate CRN/AMSE markings. Equipment design for use in explosive areas must have proper certifications.

If equipment being purchased is not of proper approvals, it is expected the vendor will inform CYBER in a reasonable time before shipping. We may refuse/return items not meeting appropriate standards.

20. PO REQUIRED

CYBER only purchases using Purchase orders. Verbal purchases are not to be filled and are not consider valid. Documented and costed Purchase orders are required.

21. CERTIFICATES OF ORIGIN

CYBER may request certificates of Origin for any parts we are purchasing.