

**General Terms and Conditions of Sales
of HARTING Canada Inc. ("HARTING")**

I. General Terms and Conditions

1. These General Terms and Conditions of Sales (these "General Terms") set forth the general terms and conditions that will apply to all products sold or licensed by HARTING to Customer ("Products"). The part numbers, scheduled shipping date, shipping destination and other terms specific to an order from Customer will be set forth in a written order confirmation issued by an authorized representative of HARTING (an "Order Confirmation"). All sales are subject to the terms and conditions stated in the applicable Order Confirmation and these General Terms. The provisions of these General Terms will be deemed incorporated into each Order Confirmation, unless otherwise expressly set forth therein.

2. Customer may utilize its own form to describe the Products; provided, however, that all terms and conditions stated on Customer's form, whether such form is a purchase order, acknowledgment, invoice, confirmation or other document, that in any way modify, conflict with, or contradict with these General Terms will be considered specifically objected to by HARTING and invalid and non-enforceable. FOR THE AVOIDANCE OF DOUBT, CUSTOMER'S ACCEPTANCE OF ANY DELIVERY UNDER ANY ORDER CONFIRMATION, OR PRIOR TO DELIVERY, CUSTOMER'S INSTRUCTIONS TO HARTING TO SHIP PRODUCTS OR OTHERWISE COMMENCE PERFORMANCE, WILL CONFIRM CUSTOMER'S AGREEMENT TO THESE GENERAL TERMS AND THE TERMS OF THE APPLICABLE ORDER CONFIRMATION.

3. HARTING quotations are not offers from HARTING. Each order for Products submitted by Customer will be deemed to be an offer by Customer to purchase Products from HARTING subject to these General Terms. All orders are subject to acceptance or rejection by HARTING, and no order submitted by Customer will be deemed binding upon or accepted by HARTING unless and until HARTING accepts the order in Montréal, Québec by providing Customer an Order Confirmation for the order. HARTING will have no liability to Customer with respect to orders that are not accepted.

4. No order that has been accepted by HARTING may be cancelled or otherwise changed by Customer except with the agreement in writing of HARTING, and in the event of any such cancellation or other change, Customer will indemnify HARTING in full against all losses (including lost profits), costs (including the cost of all labor and materials used), damages, charges, and expenses incurred by HARTING as a result of such cancellation or change.

5. Clerical errors in quotations and Order Confirmations are subject to correction by HARTING.

6. The prices in HARTING's quotations are valid for sixty (60) days unless otherwise stated therein, provided that HARTING reserves the right to reject any order for any reason, including a misprint in the price quotation. In cases where the agreed period for delivery in HARTING's Order Confirmation exceeds sixty (60) days from the date of the original quotation, HARTING will have the right to adjust the prices in such Order Confirmation if HARTING's costs to fulfill such order have increased or decreased, including, without limitation, due to collective bargaining agreements or changes in the price of materials.

II. Extent of Delivery Obligations

1. HARTING may make partial shipments at its discretion. Partial shipment of an order will not constitute acceptance by HARTING of the entire order, absent HARTING's written acceptance of such entire order in an Order Confirmation. Each partial shipment will constitute a separate contract between the parties and any failure by HARTING to make shipments of any one or more portions of an order in accordance with these General Terms will not entitle Customer to treat the entire order as repudiated.

2. Products are to be ordered in full cartons only. Where a small quantity is ordered or where an order is to be filled by partial shipments, HARTING will have the right to increase the quantity ordered by Customer, and invoice Customer for such increase, to the extent necessary to fill the smallest shipping carton for the applicable Product (the "Minimum Order Quantity"), and such increases will be reflected in the Order Confirmation and will be binding on Customer. Additionally, for custom-made Products, in order to meet Minimum Order Quantities, HARTING reserves the right to increase or decrease the quantities ordered by Customer, and such changes will be reflected in the Order Confirmation and will be binding on Customer.

III. Delivery, Risk of Loss, Shipping, Title and Packaging

1. All Products to be provided pursuant to these General Terms will be packed for shipment in HARTING's standard shipping cartons and marked for shipment to the address set forth in the applicable Order Confirmation.

2. Unless specified otherwise in an Order Confirmation, all deliveries will be made FOB Destination Prepay & Add or Collect. For greater certainty, for the purposes hereof "Prepay & Add or Collect" means that Customer either (i) 'prepays' freight charges and then HARTING invoices the Customer for the freight charges by 'adding' it to the customer's invoice or (ii) Customer requests that freight charges are charged directly to Customer's own freight account with a particular carrier. HARTING will be responsible for arranging shipping of the Products and in any event Customer will be responsible for the cost of such shipping. If Customer requests special arrangements regarding the manner of shipment and the shipping route, HARTING may, in its sole discretion, take such requests into consideration, subject to Customer paying for any and all additional costs arising as a result of such requests. The risk of loss or damage to the Products will pass from HARTING to Customer when the Products are made available FOB Destination for pickup by a carrier or Customer.

3. Title to the Products (other than Firmware and Software (as defined below)) will pass from HARTING to Customer FOB Destination, subject to the security interest reserved by HARTING under Section V.3.

4. Packaging material for transport and all other packaging may not be returned to HARTING. Customer will dispose of all packaging material at its own expense.

IV. Prices

1. Unless otherwise agreed in writing, prices in quotations will only apply to orders for which HARTING has issued an Order Confirmation and do not include packaging, loading, freight or insurance. Prices are FOB Destination Prepay & Add or Collect, quoted in Canadian dollars and supersede all previous prices and quotations.

2. HARTING's pricing includes any applicable Canadian customs duties. HARTING's pricing does not include any foreign, federal, state, provincial or local sales, use or other similar taxes, however designated or levied against the sale, licensing, delivery or use of the Products. Customer will pay, or reimburse HARTING for, all such taxes imposed on Customer or HARTING; provided, however, that Customer will not be liable for any taxes based on HARTING's net income. When HARTING has the legal obligation to collect such taxes, the appropriate amount will be added to Customer's invoice and paid by Customer unless Customer provides HARTING with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer will promptly notify HARTING of any amendment or revocation of such certificate and will indemnify and hold HARTING harmless from and against any taxes or other monies resulting from the failure to hold a certificate recognized as valid by the appropriate tax jurisdiction.

V. Payment Terms

1. The purchase price for each Product does not include packaging, loading, freight, insurance, taxes and other applicable costs and expenses ("Other Expenses"). Full payment of the purchase price for each Product, as well as payment of all Other Expenses, will be made by Customer to HARTING in Canadian dollars, within thirty (30) days from the date of HARTING's invoice. Customer will pay invoiced amounts without deductions, setoffs or discounts, unless otherwise agreed in writing by HARTING. Customer may deduct a two percent (2%) discount from each invoice paid by Customer to HARTING (exclusive of freight charges and taxes) within ten (10) days after the invoice date.

2. If Customer fails to pay to HARTING any invoiced amount when due, HARTING will be entitled to require Customer to pay HARTING a late fee of one and one half percent (1.5%) per month (18.01% per annum) from the date of the invoice or the maximum rate allowable by law, whichever is less. HARTING also reserves the right to withhold additional shipments to Customer, cancel any outstanding orders from Customer and/or impose additional credit terms, in the event that any payment to HARTING is past due. Customer will pay all of HARTING's costs and expenses (including reasonable attorneys' fees) to enforce HARTING's rights under this Section V.

3. Customer hereby grants to HARTING (and its successors and assigns) a purchase money security interest in all Products provided by HARTING to Customer, as well as the proceeds thereof, to secure any amounts due and owing from Customer to HARTING. Customer will assist HARTING in taking necessary action to effect, evidence and perfect HARTING's security interest, including, without limitation, the execution and delivery of lien filings and financing statements. If law requires the debtor's signature on a financing statement, the customer appoints HARTING as its agent for the purpose of signing such financing statement. To the extent that Products are provided by HARTING to Customer in the Province of Québec, this Section V.3. shall apply to a reservation of title and/or a taking of a hypothec by HARTING, adapted as required to achieve similar results in accordance with the laws of that province.

VI. Delivery Periods, Default in Delivery, Force Majeure, Default in Acceptance

1. Delivery dates or periods set forth in quotations or Order Confirmations are approximate only and HARTING will not be liable for any failure to fill, or for any delay in delivery of the Products for any reason. Time for delivery will not be of the essence.

2. HARTING will not be liable to Customer or be deemed to be in breach of the applicable Order Confirmation or these General Terms by reason of any delay in performing, or any failure to perform, any of HARTING's obligations in relation to the Products, if the delay or the failure was due to Customer or any cause beyond HARTING's reasonable control. Without limiting the generality of the foregoing, the following will be regarded as causes beyond HARTING's reasonable control: (a) Acts of God, explosion, flood, tempest, fire, accident or other natural calamity; (b) war or threat of war, terrorism, sabotage, insurrection, riots, civil disturbance or requisition; (c) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental authority; (d) import or export regulations or embargoes; (e) strikes, lock-outs or other industrial actions or trade disputes; (f) difficulties in obtaining raw materials, labor, fuel, parts or machinery; (g) power failure or breakdown in machinery; (h) delays in transportation; and (i) failures of suppliers. In the event of any of the foregoing circumstances, the delivery dates or periods with respect to any order will be automatically extended for the duration of any associated delay or failure to perform. In addition, HARTING may, in its sole discretion and without having any liability or obligation to Customer, cancel, in whole or in part, any order affected by any such circumstances.

VII. Receipt and Performance

1. Customer will inspect all shipments of Products immediately upon receipt and inform HARTING of any shortfall or missing or damaged items, or any non-conformity or defect that is discoverable upon reasonable inspection. Products will be deemed irrevocably accepted by Customer upon delivery and in accordance with the Order Confirmation unless Customer informs HARTING of non-conformity or defect within ten (10) working days after delivery. Notwithstanding the foregoing, Customer will be required to accept the Products, even if they contain non-conformities or defects unless such non-conformities or defects are material and affect the functionality of the applicable Product.

2. Customer may not return the Products for credit, repairs or replacement without the prior written consent of HARTING pursuant to a Return Material Authorization ("RMA") document. All returns must reference an RMA number obtained from HARTING and ship any returns to a destination specified by HARTING in such RMA document. Customer will bear the risk of loss or damage and accept responsibility for shipping costs, taxes, export duty, import duty or other costs related to the return of the Products to HARTING. In the case of warranty returns, HARTING will bear the costs of returning the Products to Customer.

VIII. Limited Warranty

1. HARTING warrants, for a period of twelve (12) months from the date of delivery to Customer (the "Warranty Period"), that its Products conform in all material respects to the applicable HARTING published specifications and its hardware Products are free from defects in material and workmanship. This warranty is only for the benefit of the original direct purchaser of the HARTING Products from HARTING (or from any authorized HARTING distributor), and no warranty is made to any subsequent purchaser or other user of the Products.

2. The warranty in Section VIII.1 will not apply to, and HARTING will have no liability or obligation with respect to, (i) any Product that has been subjected to accident, neglect, abuse, careless or incorrect handling, misapplication or unusual physical environments, (ii) causes not attributable to normal wear and tear, (iii) problems relating to or residing in non-HARTING hardware, software or other items or services with which the Product(s) are used or problems that are not proven by Customer or cannot be reproduced by HARTING, (iv) use in an environment, in a manner or for a purpose for which the Product was not designed or not in accordance with HARTING's published documentation or use not reasonably expected by HARTING, (v) the failure of any Firmware or Software to be compatible with the data processing environment used by Customer, (vi) installation, modification, alteration, extension or repair by anyone other than HARTING or its authorized representatives, (vii) any component specified by Customer to be incorporated into a Product or to be obtained for sale to Customer as a Product, where in either instance HARTING does not manufacture such component (such component, a "Customer Specified Component"), (viii) defects in Firmware or Software that are not present in the latest version of the applicable Firmware or Software provided by HARTING, or (ix) defects that have only an insignificant impairment of the use of the Product.

3. If, during the Warranty Period, Customer delivers to HARTING written notice of a valid claim under the warranty in Section VIII.1 with respect to a Product provided by HARTING to Customer under an Order Confirmation, HARTING will take one of the following actions (as determined by HARTING in its sole discretion) unless HARTING elects a different course of action: (i) credit to Customer the amount received by HARTING from Customer for such Product; or (ii) repair or replace such Product, or in the case of Firmware or Software, provide a new update or new upgrade for such Firmware or Software (if available to HARTING under reasonable terms) free of charge (in which case such repaired or replaced Product will be covered by the foregoing warranty for the balance of the original Warranty Period or ninety (90) days from the date of repair or replacement, whichever is longer). If HARTING has granted Customer a Multi-User License (as defined below) for the applicable Software, Customer may make copies of an update or upgrade to such Software up to the number of users licensed to Customer under such Multi-User License. The rectification of defects may, at the sole discretion of HARTING, be carried out at HARTING's premises or Customer's premises. If HARTING chooses rectification at Customer's premises, Customer will make available to HARTING suitable personnel, hardware and software and other operating conditions (including necessary machine time) as reasonably requested by HARTING. The foregoing obligations of HARTING are contingent upon Customer, at its own expense, (1) returning the Product to a destination specified in an RMA document in accordance with HARTING's instructions, unless HARTING indicates to Customer that it elects to work on rectifying defects at Customer's premises, (2) describing to HARTING the defect and the data processing environment (as applicable) in which it appears as accurately as possible, and (3) providing HARTING with all documentation and information available to Customer that is necessary for the rectification of the defect. If HARTING determines that the Product returned to HARTING, or a Product that HARTING expended efforts to remedy a defect at Customer's request, is not subject to a valid warranty claim under Section VIII.1, Customer will pay HARTING all costs of handling, transportation and repairs at HARTING's prevailing rates, including all costs of providing any replacement Product(s). **THE OBLIGATIONS OF HARTING SET FORTH IN THIS SECTION VIII.3 WILL BE HARTING'S SOLE OBLIGATION AND THE EXCLUSIVE REMEDY OF CUSTOMER FOR ANY BREACH OF THE WARRANTY IN SECTION VIII.1 AND FOR ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE OPERATION, QUALITY, CONDITION, PERFORMANCE OR DESIGN OF ANY PRODUCT.**

4. THE WARRANTY IN SECTION VIII.1 IS THE EXCLUSIVE WARRANTY GIVEN BY HARTING AND IS IN LIEU OF, AND HARTING HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY ARISE FROM A COURSE OF CONDUCT, TRADE USAGE OR TRADE PRACTICE. HARTING DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT THE OPERATION OF FIRMWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR COMPATIBLE WITH THE DATA PROCESSING ENVIRONMENT USED BY CUSTOMER OR THAT ALL DEFECTS CAN OR WILL BE CORRECTED. Customer acknowledges not to have relied on HARTING's skill or judgment to select or furnish goods suitable for any particular purposes, unless HARTING has expressly acknowledged the contrary in an Order Confirmation.

IX. Limitation of Liability

1. HARTING's cumulative liability for all losses and damages under these General Terms or under any Order Confirmation including, without limitation, those arising out of contract, tort (including actions based on negligence, extra-contractual liability, strict liability, and willful and/or intentional conduct), warranty, indemnity, or other theory of liability and whether for failure to deliver or otherwise perform its obligations, or related to the design, performance, use, defect or failure of a Product, will not exceed the net purchase price paid by Customer to HARTING for the specific Product giving rise to the claim for such liability.

2. IN NO EVENT WILL HARTING OR ITS DISTRIBUTORS, RESELLERS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, COLLATERAL, EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION OR LOSS OF DATA, REVENUE, OR PROFITS), EVEN IF HARTING OR ANY OF ITS DISTRIBUTORS, RESELLERS OR SUPPLIERS HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE, EXTRA-CONTRACTUAL LIABILITY, STRICT LIABILITY, AND WILLFUL AND/OR INTENTIONAL CONDUCT), WARRANTY, INDEMNITY, OR OTHER THEORY OF LIABILITY.

3. In no event will any HARTING affiliates, distributors, resellers or suppliers, or their respective officers, directors, employees, agents, staff, representatives, or other persons HARTING uses to perform its obligations under any Order Confirmation or these General Terms, have any liability to Customer or other third parties for damages in connection with any Order Confirmation, these General Terms or any Product, whether arising out of contract, tort (including actions based on negligence, extra-contractual liability, strict liability, and willful and/or intentional conduct), warranty, indemnity, or other theory of liability.

X. Firmware and Software

1. Some of the hardware Products sold by HARTING may contain Firmware. "Firmware" means the programming, microcode or firmware delivered by HARTING on or with a hardware Product for the purpose of enabling the basic functions of such Product in accordance with applicable HARTING published specifications. Firmware is licensed under the terms and restrictions of the Firmware license agreement that may be provided with the Firmware, which may be in the form of a so-called "shrink-wrap", "click-wrap", or other form of license agreement, whether in printed, electronic, or other format (the "Firmware License Agreement"). Firmware is licensed solely for use on the hardware Product with which such Firmware was provided, and only for the level of capacity and capabilities authorized in writing by HARTING. Customer will use the Firmware strictly in compliance with these General Terms, as such use may be further restricted or limited in the applicable Firmware License Agreement. In addition to any restrictions or limitations contained in the Firmware License Agreement, Customer will not: copy, display, adapt, modify, enhance, create derivative works based upon or distribute (electronically or otherwise) Firmware, except as HARTING may authorize in the Product's user documentation or in writing to Customer; reverse assemble, reverse compile, translate or reverse engineer Firmware, unless expressly permitted by applicable law without the possibility of contractual waiver; transfer, sublicense or assign the license for Firmware, except for transfers to a third party purchaser of a hardware Product in accordance with Section X.3; or lease Firmware or any copy of it. Customer's license to Firmware will terminate immediately and without notice from HARTING in the event Customer fails to strictly comply with these General Terms or the applicable Firmware License Agreement. Customer acknowledges and agrees that HARTING and its third party licensors will both be entitled to enforce the provisions of this Section X.1 against Customer and assert in their own name any rights, claims and remedies arising from any breach by Customer. Firmware is licensed and not sold. No title to, or ownership of, the Firmware is transferred to Customer. HARTING (and its licensors) reserve all rights to Firmware not expressly granted in this General Terms or the Firmware License Agreement. Customer will reproduce and include copyright and other proprietary notices on and in any copies, including but not limited to partial, physical or electronic copies, of the Firmware.

2. To the extent HARTING provides Customer with any software other than Firmware ("Software"), such Software will be governed by the license agreement that may be provided by HARTING with such Software (the "Software License Agreement"), which may be in the form of a so-called "shrink-wrap", "click-wrap", or other form of license agreement, whether in printed, electronic, or other format. Customer will use the Software strictly in compliance with these General Terms, as such use may be further restricted or limited in the Software License Agreement. In addition to any restrictions or limitations contained in the Software License Agreement, the following provisions will apply:

(a) If the applicable Order Confirmation identifies Software to be provided by HARTING to Customer thereunder, then a non-exclusive license is granted to Customer to use the Software so provided by HARTING. Customer will only be permitted to use the Software on the hardware Product supplied with such Software, and not on any other hardware or system. The use of the Software on more than one (1) device or system is prohibited, except as HARTING may authorize in writing to Customer. The foregoing license is limited to the period of time authorized in writing by HARTING or, if no such time is authorized in writing by HARTING, for an indefinite period of time provided that Customer at all times strictly complies with these General Terms and the Software License Agreement.

(b) Unless otherwise expressly agreed to in writing by HARTING in the applicable Order Confirmation, HARTING will not have any obligation to support or maintain the Software.

(c) Where documentation for the Software is provided by HARTING to Customer, the term "Software" shall be understood to include such documentation in the format provided by HARTING.

(d) The Software may only be used with the hardware specified in the applicable Order Confirmation or the associated software product note provided by HARTING or, if no such hardware is specified, the Software may only be used with the hardware Product provided by HARTING together with the Software (the "Authorized Device"). In no event may the Software be used with any other hardware or device without HARTING's prior written consent. In the event that the Software is used with a device that is more powerful (e.g., has more performance capabilities) than the Authorized Device, HARTING may require Customer to pay additional license fees determined by HARTING. However, such additional license fees will not apply where and for so long as Customer temporarily uses the Software with a replacement device to the extent agreed upon by HARTING while the Authorized Device is inoperable due to a material defect.

(e) Except with respect to Open Source Software (as defined below) to the extent provided in Section X.2(j), the license to the Software only applies to the machine readable (i.e., object code) form of the Software, and no source code for the Software will be provided, unless and to the extent otherwise expressly agreed in writing by HARTING.

(f) Customer may make a single copy of the Software solely for back-up purposes. Except for such backup copy or as permitted for Multi-User Licenses in Section X.2(k), Customer may not copy the Software or any portion thereof.

(g) Customer will not: display, adapt, modify, enhance, create derivative works based upon or distribute (electronically or otherwise) the Software or unbundle or remove parts of the Software, except as HARTING may authorize in the Product's user documentation or in writing to Customer; reverse assemble, reverse compile, translate or reverse engineer Software, unless expressly permitted by applicable law without the possibility of contractual waiver; transfer, sublicense or assign the license for Software, except for transfers to a third party purchaser of a hardware Product in accordance with Section X.3; or lease Software or any copy of it. Software is licensed and not sold. No title to, or ownership of, the Software is transferred to Customer. All rights to the Software and its related documentation (including all copies thereof) not expressly granted above are expressly reserved by and will remain with HARTING or its software licensor;

(h) Customer will reproduce and include copyright and other proprietary notices on and in any copies, including but not limited to partial, physical or electronic copies, of the Software and all associated media. Customer will not remove, modify or amend any alphanumeric and other identifications or other notices on or from the Software (or any copy thereof) or any media upon which Software is provided.

(i) With respect to any Software (or portions thereof) licensed to HARTING by a third party, Customer will also comply with all additional license terms imposed by such third party licensor. HARTING will provide Customer with notice of such additional license terms upon request, and in the event of a conflict, such additional license terms will take precedence over this Section X.2 with respect to such third party software.

(j) Where and to the extent Customer is provided by HARTING with software commonly referred to as "open source software" ("Open Source Software"), the use of such Open Source Software will be subject to the provisions of the applicable license agreement provided therewith (the "OSS License"). HARTING will provide Customer with notice of such OSS License upon request and, in the event of a conflict, such OSS License will take precedence over this Section X.2 with respect to such Open Source Software. HARTING will, upon Customer's written request, provide Customer with a copy of the source code for such Open Source Software, if and to the extent required under such OSS License.

(k) The use of the Software on multiple devices or at multiple locations is not permitted without HARTING's prior written authorization, whether or not such use involves the copying of the Software or such use through a network. In the event HARTING so authorizes such use by Customer (such authorization, a "Multi-User License"), clauses (i) and (ii) below will apply in addition to the other provisions of this Section X.2 and will take precedence over them:

(i) A Multi-User License will require an explicit written confirmation by HARTING regarding the number of permitted copies that Customer may create from the Software and regarding the number of devices or locations with or at which the Software may be used.

(ii) Customer will comply with all restrictions and guidelines, including those applicable to copying, that are provided by HARTING in connection with the Multi-User License. Customer will make and maintain accurate and complete records of the number and location of all copies of the Software and will present these to HARTING upon demand.

(l) Customer's license to the Software will terminate immediately and without notice from HARTING in the event Customer fails to strictly comply with these General Terms or the Software License Agreement. Customer acknowledges and agrees that HARTING and its third party licensors will both be entitled to enforce the provisions of this Section X.2 against Customer and assert in their own name any rights, claims and remedies arising from any breach by Customer.

3. Customer will not transfer the license to use the Firmware or Software, except solely to a third party purchaser of the hardware Product(s) with which HARTING provided to Customer the Firmware or Software, provided that (i) Customer does not purport to grant to such third party purchaser any right or license to use the Firmware or Software beyond the scope of the license granted to Customer by HARTING, and (ii) such third party purchaser assumes and agrees in writing to comply with all of the obligations of Customer regarding Firmware and Software in these General Terms and the associated Firmware License Agreement and Software License Agreement. In the event of such transfer, Customer will remain fully liable for, and will indemnify HARTING in full against any claims, losses or damages resulting from, any failure of such third party purchaser to so comply, including, without limitation, with respect to any export control matters.

XI. Samples and Customer Documentation

1. Any samples provided by HARTING will only be considered approximate examples of the Product HARTING may ultimately supply in connection with a Customer order unless otherwise agreed in writing by HARTING in an Order Confirmation.

2. Customer warrants and represents that all of the drawings, documents, materials and other information that it provides or may provide to HARTING or its agents or representatives do not and will not infringe, misappropriate or violate the intellectual property rights of any third party.

XII. Condition, End-Use Declaration

Products delivered under these General Terms or any Order Confirmation may be subject to the Export Administration Regulations of the United States Department of Commerce, the International Traffic in Arms Regulations of the United States Department of State, the Canadian Export and Import Permits Act or other applicable export laws or regulations. Unless otherwise specified in an Order Confirmation, (a) if delivery to Customer is specified in an Order Confirmation to be outside of Canada, Customer will take any and all actions necessary to comply with applicable export controls, and (b) if delivery to Customer is specified in an Order Confirmation to be within Canada for subsequent export, Customer will be the exporter of record and warrants that Customer will take all necessary actions to comply with applicable export laws and regulations and obtain any and all license(s) or permit(s) required by law. Customer will provide HARTING, at its request, with written evidence of such license(s) or permit(s). Further, upon HARTING's request, Customer will provide HARTING with declarations of the ultimate end-user and end use for the ordered Products in accordance with applicable export control laws.

XIII. Choice of Law; Dispute Resolution

1. These General Terms and all Order Confirmations and associated sales and transactions between the parties related thereto will be interpreted in accordance with and governed by the internal laws of the Province of Ontario, without reference to its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply.

2. All disputes, differences or questions arising out of or relating to these General Terms, any Order Confirmation, the relations or transactions between the parties, or the validity, interpretation, breach, or violation or termination thereof, will be finally and solely determined and settled by arbitration at Toronto, Ontario, Canada, in accordance with the National Arbitration Rules of the ADR Institute of Canada, Inc. to the exclusion of the courts of any other jurisdiction. Said arbitration will be conducted in the English language. If the amount claimed by the party commencing is limited to a claim for debt or quantified damages less than \$50,000.00, there will be a single arbitrator, but in all other cases the arbitration will be conducted by a panel of three arbitrators (one arbitrator selected by Customer, one arbitrator selected by HARTING, the two selected arbitrators selecting the third arbitrator). Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.

3. Notwithstanding Section XIII.2, in the event that Customer is in breach of its obligations in connection with Sections V.3 (security interests), X (firmware and software), XII (export controls), XIV (assignment), XVI (intellectual property rights) or XVII (product design) hereof, Customer agrees that HARTING may take such action as it determines, acting reasonably, to be necessary to resolve any such breach by Customer hereunder and recover its costs incurred in resolving such breach. Without restricting any of the foregoing, where HARTING reasonably believes that the circumstances require it (including, without restriction, in the event that HARTING reasonably believes that Customer is about to breach this Agreement), and where legally available, HARTING may apply to any court of competent jurisdiction for any equitable remedies relating to such default, including applying for injunctive relief, provisional measures and specific performance.

XIV. Assignment

Customer may not directly or indirectly transfer or assign these General Terms, or, except as specified in Section X.3, any of its rights, duties or liabilities hereunder without HARTING's prior written consent.

XV. Infringement; Indemnity

If any HARTING Product is alleged to infringe, misappropriate or violate any copyright, patent, trade secret or other intellectual property right of a third party, Customer will promptly cease using such Product and inform HARTING of all particulars. In such circumstances, HARTING will take one of the following actions (as determined by HARTING in its sole discretion): (1) procure the right to continue to use the Product; (2) replace it with a non-infringing Product; (3) modify it to become non-infringing; or (4) accept the Product's return and refund the net purchase price; provided, however, that HARTING will not have any obligation (including performance of items (1) through (4)) or liability to the extent any infringement or misappropriation or violation is caused by (A) any use of the Product other than in accordance with HARTING's instructions, these General Terms and the applicable Order Confirmation(s), (B) modifications to the Product not made by HARTING, (C) Customer's combination of the Products with any items not furnished by HARTING, (D) the failure of Customer to use corrections or modifications to the design specifications or Product made available by HARTING, (E) compliance with Customer's instructions, specifications or requirements, (F) third party materials or work product or Customer intellectual property, or (G) a Customer Specified Component. Customer will indemnify, defend, and hold harmless HARTING against any and all damages, losses, costs and expenses (including reasonable attorneys' fees and costs of investigation and litigation) incurred by HARTING as a result of third party claims brought against HARTING or that HARTING is obligated to pay as a result of settlement of such third party claims arising out of or relating to the use, sale or resale of the Products by or on behalf of Customer including, without limitation, any alleged infringement or misappropriation or violation of any copyright, patent, or trade secret arising out of items (A) through (G) above.

XVI. Intellectual Property Rights

1. Except for any license granted to Firmware or Software, if any, pursuant to the applicable license agreement provided by HARTING, delivery of any Products under these General Terms or any Order Confirmation will not constitute or be construed by Customer as a grant of any expressed or implied license or any other right to use, for any purpose, patents, trademarks, copyrights or other intellectual property of HARTING or its suppliers except as expressly permitted by HARTING. Customer will not, with respect to any design or intellectual property delivered, directly or indirectly, under these General Terms or any Order Confirmation, apply or submit to the U.S. Patent and Trademark Office or any other national or international patent or trademark office, for any property right protection for intellectual property supplied by HARTING.

2. HARTING and its licensors retain full ownership of all Firmware, Software, documentation, specifications, designs, calculations, pictures, drawings, plans, test results, samples and other proprietary data or information furnished to Customer by or on behalf of HARTING in connection with the negotiation or the performance of an order or these General Terms (collectively, "Harting Information"). Harting Information includes, without limitation, all items labeled "confidential" or "proprietary" or which Customer should reasonably understand include confidential or proprietary content. Harting Information (or any portion thereof) will not be made accessible to third parties by or through Customer without HARTING's prior written consent. Harting Information will be returned by Customer to HARTING upon request.

XVII. Product Design

Customer will not perform or allow others to reverse assemble, reverse compile, translate or reverse engineer any Product, hardware or software, delivered under these General Terms or any Order Confirmation, unless expressly permitted by applicable law without the possibility of contractual waiver. The design, manufacture, assembly, know-how, trade secrets or any other intellectual property associated with or embodied in the Product, hardware or software, including, but not limited to, all Firmware and Software, will remain the sole property of HARTING and its licensors.

XVIII. Severability

Each term, condition, and provision of these General Terms and any Order Confirmation will be valid and enforced to the fullest extent permitted by applicable law. If any term, condition, or provision of these General Terms or any Order Confirmation, or the application thereof to any person or circumstance, will be held invalid or unenforceable to any extent, then such term, condition, or provision will be curtailed and limited to the extent necessary to bring it within the legal requirements and the remainder of these General Terms and such Order Confirmation, and the application of such term, condition, or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby.

XIX. Waiver

The waiver or failure of HARTING to exercise in any respect any of its rights in these General Terms or any Order Confirmation will not be deemed a waiver or continuing waiver of any further right hereunder.

XX. Notices

Any written notice provided for herein to be given to HARTING by Customer will be mailed or delivered to HARTING's address stated in the Order Confirmation or to an address and/or person subsequently designated in writing by HARTING. Likewise, any notice to be given to Customer will be mailed to or delivered to Customer at the address stated in the Order Confirmation or to an address and/or person subsequently designated in writing by Customer.

XXI. Third Party Beneficiaries

These General Terms and any Order Confirmation will not be deemed to create any rights in any third parties (other than HARTING's affiliates and HARTING's licensors), including suppliers and customers of a party, or to create any obligations of a party to any such third parties.

XXII. Entire Agreement

These General Terms and the associated Order Confirmation (in addition to HARTING's Authorized Stocking Distributor Agreement and HARTING's Distribution Policies and Procedures Manual), unless expressly modified in writing and executed by an authorized representative of HARTING, are intended to reflect the final expression of the agreement between the parties.

In the event of an inconsistency amongst the foregoing, the inconsistency will be resolved by giving precedence in the following order:

1. The Order Confirmation and duly executed Change Orders to same, with the latest Change Order taking precedence over earlier Change Orders;
2. These General Terms and Conditions;
3. The Harting Canada Inc. Authorized Stocking Distributor Agreement and duly executed amendments, with the latest amendment taking precedence over earlier amendments;
4. The Harting Canada Inc. Distribution Policies and Procedures Manual.

XXIII. Language Clause

Customer acknowledges and agrees that these terms and conditions of purchase are drafted in the English language. Le client reconnaît et confirme que les termes et conditions de cet achat sont rédigés en langue anglaise.