BENDER CANADA INC.
Terms & Conditions of Sale

1. ***Conditions***. These terms and conditions shall govern any and all sales of goods ("***Goods***") by BENDER Canada Inc. ("***Seller***") to purchaser ("***Buyer***"). Any sales of Goods by Seller to Buyer shall be expressly conditioned upon Buyer's acceptance of all these terms and conditions of sale. No other terms or conditions, additions or deletions or other agreement, promise or covenant proposed by Buyer shall become binding upon Seller, whether advanced by document, purchase order, confirmation or otherwise, unless specifically agreed to in a writing executed by Seller. Seller hereby gives notification of objection to all terms and conditions heretofore or hereafter proposed by Buyer different from or additional to those specified in this Agreement, and in no event shall Seller's silence or any other action by Seller be construed as Seller's assent to any such different or additional terms or conditions. Buyer's assent to the terms and conditions set forth herein shall be conclusively presumed from Buyer's failure to seasonably and specifically object thereto in writing, or from Buyer's acceptance of delivery of all or any part of the Goods purchased by Buyer. No change, termination or waiver of any of the provisions of these terms and conditions of sale shall be valid unless in writing and executed by Seller, and no alleged or actual contrary course of conduct or dealing shall serve to contradict the express terms and conditions hereof.

2. ***Price Quotation Valid for 60 Days***. Prices quoted by Seller in writing are firm for a period of sixty (60) calendar days after the date of issuance, except as follows: Seller reserves the right at any time to change prices on all standard Goods at any time, and the revised prices shall be effective as of date of shipment of the Goods.

3. ***Validity Period of Seller's Quotation, Proposal or Bid***. Any quotation, proposal or bid which Seller communicates to Buyer is subject to change or correction upon written notice by Seller at any time prior to shipment of the Goods and becomes null and void unless accepted by Buyer in writing within sixty (60) calendar days of the date thereof.

4. ***Order Acknowledgement (Order Receipt Notice) and Order Confirmation***. Whenever a Buyer places an order or offers to purchase Goods (other than standard Goods only) and/or services of Seller ("***Order***"), Seller customarily responds with an Order Acknowledgement which may or may not describe the Goods and/or services ("***Order Acknowledgement***"). The Order Acknowledgement shall not constitute Seller's acceptance of Buyer's order or offer to purchase Goods. Instead, the Order Acknowledgement is Seller's confirmation that it has received Buyer's Order for Goods from Seller. Buyer shall review the Order Acknowledgement and may propose changes or updates prior to finalization of the items, specifications and other aspects of the Seller's offer set forth in the Order Acknowledgment. Seller will then prepare Seller's Order Confirmation, including any changes or modifications to which Seller agrees ("***Order Confirmation***"). The Order Confirmation shall constitute an offer by Seller to Buyer, and represents a rejection of any terms stated or proposed by Buyer that are not fully consistent with Seller's Order Confirmation. Buyer and Seller shall enter into a final and binding contract only upon written acceptance by Buyer of all of the terms set forth in Seller's Order

Confirmation and which incorporates by reference Seller's then applicable Terms & Conditions of Sale. Seller shall not be obligated to any contract of sale of Goods or services to Buyer prior to receipt of Buyer's written acceptance of all of the terms set forth and incorporated by reference in Seller's Order Confirmation. Once Buyer has given its written acceptance of Seller's Order Confirmation, any new request by Buyer for a revision or modification thereto shall constitute a change request, and Seller shall not be bound by such request until Seller has issued a new Order Confirmation to the Buyer and Buyer has given its written acceptance of Sellers' new Order Confirmation.

5. ***Offers Based on Buyer's Specifications***. Any quotation, proposal or bid by Seller in response to Buyer's drawings, specifications and/or written instructions shall be based solely on said documents, including any modifications thereto which have been agreed to in writing by Buyer and Seller. Any deviation(s) between the actual conditions and circumstances of the work and those specified in the drawings, specifications and/or written instructions, including modifications thereto agreed to in writing by Buyer and Seller, shall be binding upon Seller only after Buyer and Seller have agreed in writing to all applicable adjustment(s) in work scope, price and time for performance set forth in Seller's Order Confirmation to which Buyer has given Seller its written acceptance.

6. ***Minimum Purchase Order***. Seller's minimum purchase order commitment is $100.00 CAD, and Seller shall not have any obligation to accept any order that is less than this amount. If the Seller's quoted prices are based on the purchase of a particular quantity of Goods and Buyer fails to purchase that quantity which would justify the pricing granted, Seller shall have the right, in addition to any other remedies at law or equity, to recover from Buyer the difference between the stated price and Seller's standard prices for such Goods in the quantity actually purchased by Buyer. Expedited orders may be subjected to additional fees and costs that will be made available by the Seller to the Buyer within the Quotation or other written form.

7. ***Import Duties and Taxes***. Unless otherwise specified, prices quoted are exclusive of all import duties, customs clearance and brokerage fees as well as all applicable federal, state or local taxes.

8. ***Engineering or Shop Work by Seller***.

(a) ***Initiation of Engineering or Shop Work***. Seller will initiate engineering or shop work only after Seller receives a purchase order from Buyer and Seller has responded with its Order Confirmation to Buyer.

(b) ***Submission of Engineering Drawings***. When drawings for approval are required by Buyer for any Goods, the drawings applicable to those Goods must be returned to Seller and marked by Buyer as "APPROVED" or "APPROVED AS NOTED" within sixty (60) calendar days from the date of the original mailing of the drawings by Seller to Buyer. Within ninety (90) calendar days from the date of the original mailing of the drawings by Seller to Buyer, prior to Seller's commencement of shop work or manufacture, the Buyer's Order must be confirmed to

Seller without modification to indicate "RELEASED" or "RELEASED FOR PRODUCTION". Orders not released for manufacturing within the ninety (90) calendar days describe in this clause may at Seller's option be treated as a Buyer termination and subject to the terms in Clause 13, Cancellation by Buyer herein.

(c) ***Additional Changes to Drawings or Specifications***. When Seller agrees to do so in its quotation, proposal or bid, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. If Buyer requests drawing changes or additions after Seller has submitted the initial approval drawing(s) to Buyer, the Seller, at its option, may assess Buyer drawing charges. Seller's approval drawing changes required due to misinterpretation or error and omissions by Seller will be at Seller's expense. Seller also reserves the right to add reasonable charges for engineering time and processing of documentation and/or the manufacture or delivery of the Goods for any changes required by Buyer or by any third party or as a result of changes to the regulatory or operational environment in which the Goods will be used after Buyer's submission to Seller of the first set of factory customer approval drawings and/or specifications.

(d) ***Industry Standards and Good Commercial Practice***. Seller will design and manufacture the Goods consistent with applicable industry standards and good commercial practice.

9. ***Quoted Delivery Times***. Delivery promises by Seller are based upon conditions at the time of quotation. Seller reserves the right to make delivery of Goods in installments unless expressly agreed otherwise between Buyer and Seller. Delivery dates are approximate only. Any delays by Buyer in furnishing necessary technical information or documents or caused by change orders requiring additional engineering or production time shall result in a corresponding extension of the time allowed for delivery of the Goods, and Seller shall have the right to charge Buyer all extra expenses incurred on account thereof.

10. ***Force Majeure***. Seller shall not be liable for loss, damage, injury, failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, interruptions or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

11. ***Held, Delayed or Rescheduled Shipments***. For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment by Buyer of the contract price and any additional expenses resulting from such a delay; (2) store Goods at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer the applicable prices for standard Goods at time of shipment to Buyer. Any order so held delayed or rescheduled beyond six (6) months will be treated as a Buyer termination.

12. ***Payment and Credit Terms***. All payments shall be due net thirty (30) calendar days from date of invoice. Any past-due balance shall accrue a service charge of one and one half percent (1.5%) per month. If any overdue invoice requires collection and/or legal action to procure payment, the Buyer agrees to pay all fees associated with such actions. Seller expressly reserves the right to require full or partial payment in advance of fabrication and/or shipment, where financial condition or credit worthiness of Buyer so justifies. Seller reserves the right to refuse to deliver any further Goods or Services to the Buyer if the Buyer has monies outstanding in excess of its approved credit limit or has any monies outstanding beyond the date due for payment on any Seller account.

13. ***Cancellation by Buyer***. If Buyer cancels or terminates any order for standard Goods after Seller has released the Goods for shipment to Buyer, Seller reserves the right to impose a re-stocking charge, which may include, but is not limited to, the reimbursement of all direct costs, associated expenses, and reasonable profit. Orders for any special, custom, or engineeredto-order Goods are not cancelable after Buyer has given Seller its written acceptance of Seller's Order Confirmation.

14. ***System Checkouts***. Quotations, bids and any other form of order for Goods do not include job supervision, checkout, or startup, unless specifically provided for in writing in the applicable Order Confirmation stating that Seller will make available a factory certified technician to perform supervision, checkout, start-up or other services at Buyer's designated site. Any such services must be scheduled with Buyer at least thirty (30) calendar days in advance and confirmed in writing between Buyer and Seller. Certification, service reports, and checkout results will not be provided to the Buyer until payment in full has been received by Seller.

15. ***Goods Functionality Validation***. Prior to shipment, Seller gives all Goods a complete functional and power test. Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge of $2,500 per day (not to exceed eight (8) hours) per test. Any visit by Buyer or its representatives at Seller's factory must be scheduled with Buyer at least thirty (30) calendar days in advance and confirmed in writing between Buyer and Seller. Buyer agrees that Buyer and/or its representatives shall comply with all applicable rules imposed by Seller on visitors to its facility, including but not limited to safety and confidentiality requirements.

16. ***Delivery Terms***. Unless otherwise agreed to in writing by Buyer and Seller, all prices and deliveries shall be FOB Seller's facility in Exton, Pennsylvania, or Grünberg, Germany, as the case may be ("***Seller's Facility***"). Risk of loss or damage to the Goods shall be borne by Buyer upon release of the Goods by Seller to the carrier FOB Seller's Facility. Where Seller agrees to deliver the Goods to the site nominated by the Buyer, the Buyer agrees that all charges for freight and insurance arranged by the Seller on behalf of the Buyer from Seller's Facility will be at Seller's election, invoiced separately by Seller and payable by Buyer to Seller. Said charges shall be in addition to the price payable by the Buyer to Seller for the Goods.

The following applies to Medical Panel Project Orders ONLY: Orders of a value equal to or greater than twenty thousand dollars ($20,000.00) are shipped FOB: Factory - Freight Allowed for as many as two (2) ground shipments to any U.S. mainland (48 states) location or port of debarkation or as outlined in quote and agreed upon in purchase order.

17. ***Duty and Brokerage***. For Goods delivered to Buyer from outside the United States, Buyer is solely responsible for all applicable import duties, customs clearance and brokerage fees.

18. ***Verify Condition and Quantity of Goods Immediately Upon Receipt***.

(a) ***Inspection for Damage***. Buyer shall open and inspect the Goods immediately upon receipt. Buyer shall report any external damage, concealed damage or a partial loss to the carrier. A perfect appearance on the outside of the container is no guarantee of undamaged contents. Severe shock or sustained vibration may damage sensitive electronic equipment. Note any damaged items on the bill of lading before signing off on the freight shipment; do not discard the packing material and request an immediate inspection by the carrier's agent. A written report, signed by the carrier's agent, is required in support of a claim for damage. Where Seller's repair is required, the carrier may advise an immediate return. Do not return freight COD or billed to Seller as it will be refused. Do not pay shipping charges to return damaged Goods before receiving confirmation from the carrier that the Goods will not be returned at no charge. A repair invoice will be supplied from the Seller when your Goods are repaired and returned. This is provided to complete the claim and for making a payment to Seller. Claim forms are available from the carrier.

(b) ***Inspection for Quantity Received***. Buyer shall verify quantity received against shipping documents immediately upon receipt of the Goods. If pallet and carton counts do not match bill of lading, note such shortages on the bill of lading before signing for freight. Seller must be notified immediately. Do not discard packing materials, carton or case until you are certain all Goods have been received. If shortages are noticed, contact the carrier immediately to file your claim for the lost items.

(c) ***Replacement***. Contact Seller for replacement costs. Buyer's claim to the carrier should also include cost of freight for the replacement items. Replacement items will be sent only after a receipt of a change order to the original purchase order. The carrier will reimburse the consignee for lost material upon receipt of the proper documents.

19. ***Warranty***. All Goods supplied by Seller to Buyer according to the applicable Order Confirmation shall be warranted according to Bender's Warranty and Returns Statement. (Bender_Warranty_and_Returns_Canada.pdf)

20. ***Governing Law***. The Agreement evidenced hereby and all disputes arising thereunder will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the state, province or other governmental jurisdiction in which Seller's principal place of business is registered, but

specifically excluding the provisions of the United Nations Convention Contracts for the International Sale of Goods (CISG). Should any term or provision hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not be affected thereby.

21. ***Limitation of Liability***.

(a) NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT, OR FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OTHER THAN FOR THE GOODS SOLD HEREUNDER.

(b) THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE SELLER'S PRICE TO BUYER OF THE GOODS OR SERVICES ON WHICH SUCH LIABILITY IS BASED.