

KONTRON CANADA INC.
PURCHASE TERMS AND CONDITIONS

1. ACCEPTANCE

If written acceptance is not conveyed to Kontron in a delay of seven (7) days from the date of the order, Kontron may revoke this Purchase Order, without any liability for damages. Issuing, amendment, clarification of a purchase order must be made only by a representative of Kontron's procurement department.

This Purchase Order and other terms, conditions, clauses, specifications or other documents to which specific reference is made herein, constitute the entire agreement between the parties hereto and supersede all previous negotiations, representations, undertakings and agreements heretofore made between the parties in respect of the subject matter herein and shall not be varied otherwise than by a document in writing of a subsequent date.

2. PRICE

This order must not be filled at higher prices than quoted without obtaining Kontron's prior written authorization.

3. ROUTING

Shipment must be made via the method specified on the Purchase Order. Additional costs resulting from a routing other than that specified will be charged to supplier.

4. INSPECTION

Goods are covered by this Purchase Order are subject to final inspection and acceptance after receipt of Kontron, if rejected upon inspection, goods may be held until disposition is agreed between the parties /or returned to supplier at supplier's risk and expense, without prejudice to any other rights to which Kontron may be entitled under the circumstances. All goods shipped to Kontron must be within the manufacturer recommended shelf life if applicable, unless specified otherwise by Kontron.

5. CANCELLATION

Kontron reserves the right at its option either to suspend or cancel shipment or merchandise covered by this order, in whole or in part at any

time, without costs or damages whatsoever, where such suspension or cancellation is caused by force majeure. Acts of God or contingencies beyond the control of Kontron.

6. DELIVERY

Goods shall be delivered on the delivery date specified in the Purchase Order and time shall be of the essence. Supplier agrees to employ alternative and/or premium shipment methods when necessary to ensure deliveries on specified dates, at no additional cost to Kontron.

7. PACKING AND PACKING SLIP

Goods covered by this Purchase Order shall be properly packaged by supplier, in accordance with applicable freight classification standards, for shipment to Kontron at destination and, unless otherwise specifically provided on this Purchase Order, price or prices of the goods therein specified include all costs of packaging. One packing slip outside of container and one packing slip inside of container must be forwarded with each shipment.

8. COMPLIANCE

All parts listed in this PO must be compliant to EU RoHS Directive 2011/65/EU unless noted otherwise.

9. CLAIMS

Supplier agrees to indemnify Kontron against all claims including the expenses incurred in connection with such claims, for royalties, license fees, counterfeits or trademarks which may be made against Kontron in respect of the goods of the manufacture, sales, possession or use thereof, or for any other procedures in connection with patents of trademarks in respect of such goods.

10. GOVERNING LAW

This Purchase Order shall be governed by and interpreted in accordance with the laws of the Province of Quebec. Assignment of the Purchase Order or any interest therein or any payment due or to become due hereunder without the written consent of Kontron shall be void.