

Standard Terms and Conditions of Sale

1. GENERAL

DEFINITIONS AND SCOPE.

Definitions. In these Standard Terms (as defined below), “RBCA” means Robert Bosch Inc, and” Buyer” means you, the customer to whom RBCA is providing Products and/or Services (as each such term is defined below) subject to these Standard Terms. RBCA and Buyer are collectively referred to herein as the “Parties” and individually, a “Party”. In addition to the terms defined in these Standard Terms, the following terms have the following meanings:

“**Affiliate**” means an entity that directly or indirectly controls, is controlled by or is under common control with a Party and as used herein, “control”, “controls” or “controlled” means: (a) fifty percent (50%) or more ownership or beneficial interest of income or capital of such entity; (b) ownership of at least fifty percent (50%) of the voting power or voting equity; or (c) the ability to otherwise direct or share management policies of such entity.

“**Law**” means (a) any and all laws, statutes, regulations, ordinances, or subordinate legislation in force from time to time to which a Party is subject; (b) the common law; (c) any and all court orders, judgments, or decrees that are binding on a Party; and (d) any and all directives, policies, rules, or orders that are binding on a Party and that are made or given by a regulator, or other government or government agency, of, in the case of items (a) - (d) above, any country, or other national, federal, commonwealth, state, provincial, or local jurisdiction.

“**Product**” means any product, hardware, equipment, or Software provided by RBCA to Buyer and identified in the applicable Quotation or Purchase Order.

“**Purchase Order**” means an ordering document issued by Customer to Bosch that specifies the Product and/or Services.

“**Quotation**” means a quotation for Products, and/or Services issued to Buyer by RBCA which is subject to these Standard Terms.

“**Services**” means any consulting services, implementation services, configuration services, technical support services, and/or other professional services provided by Bosch to Customer and identified in the applicable Quotation or Purchase Order, which relates to the Products and/or Software provided by RBCA to Buyer, and which are subject to these Standard Terms.

“**Specifications**” means the design, performance, descriptions, parameters, requirements and other technical specifications of the Product set forth in the Quotation, or in any other written document executed by the Parties.

1.1 Your purchase order(s), when accepted, will be subject to these terms and conditions. The terms and conditions contained herein constitute the entire agreement between you and RBCA with respect to the transaction(s) covered by your purchase order(s) as confirmed by RBCA.

1.2 No modification or waiver of any of the terms and conditions contained herein and no

additional or different terms or conditions shall be effective unless (i) modified by RBCA's quotation or sales acknowledgement, or (ii) agreed to in a single writing signed by both parties. No oral agreement, course of performance or other means other than such written agreement signed by both parties expressly providing for such waiver shall be deemed to waive the terms of this document.

1.3 The terms and conditions set forth below shall become binding on the parties by:

- 1.3.1 RBCA's written acknowledgment of Buyer's purchase order,
- 1.3.2 Signature of Buyer and RBCA on an agreement for the purchase and sale of goods, or
- 1.3.3 RBCA's delivery of the Goods, in whole or part.

2. PRICES AND TAXES

2.1 All prices are based upon RBCA's pricing in effect on the date of the quotation, unless otherwise indicated on the face of the quotation. The delivery date will be established on the order acknowledgement form prepared and sent by RBCA. RBCA reserves the right to adjust the prices due to increases in material, labor, manufacturing or shipping costs if the increases occur before the delivery date. If the amount of the cost increases exceeds ten (10) percent, RBCA has the right to cancel the contract on four (4) weeks' notice in writing, and the delivery will not be made unless a new price agreement is reached.

2.2 The Prices do not include any applicable Federal, Provincial or local sales, use, excise, Goods and Services Tax (GST), Harmonized Sales Tax (HST), Provincial Sales Tax (PST), Quebec Sales Tax (QST) or similar-type tax or assessments applicable to the price, sale, use or delivery of the Goods ordered by Buyer. Such taxes and assessments will be included in RBCA's invoice and paid by Buyer unless Buyer's purchase order plainly states on its face the existence of an exemption from any such tax or assessment and Buyer provides RBCA with evidence of such exemption from the applicable taxing authority.

3. DELIVERY, TITLE & RISK OF LOSS, Insurance

Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Delivery shall be made, and title and risk of loss shall pass to Buyer upon RBCA placing the Goods with a carrier CPT, RBCA warehouse dock or any other RBCA named location, or Buyer's designated consignee. Receipt of the Goods by carrier at RBCA warehouse dock or any other RBCA named location shall constitute Buyer's acceptance for delivery and waiver of any and all claims against RBCA for loss or damage incurred due to delay. Shipments will only be insured at Buyer's request and expense. Title to the Goods is subject to Buyer's compliance with these Terms and Conditions. If Buyer fails to do so, RBCA may, at its option, retake possession and title pursuant to Section 7. Buyer acknowledges and agrees that neither RBCA, nor any of its employees, subcontractors, suppliers, or agents is responsible or liable for any damages to the Goods, or injury to person or property arising from or in connection with loading of the Goods or transfer of the Goods to a carrier or Buyer (collectively, "Transfer Risks"), except to the extent such Transfer Risks are caused by the negligence or willful acts or omissions of RBCA, its employees, subcontractors, suppliers, or agents. Buyer hereby accept any responsibility for such Transfer Risks, and Buyer shall defend, indemnify and hold RBCA, its affiliates, and their respective officer, directors, employees, subcontractors, suppliers or agents from any claims, liabilities, losses or demands arising from our in connection with such Transfer Risks.

3.1 Buyer shall carry at its sole cost and expense, the following insurance policies, each with a carrier that has a minimum rating of A- in the most recent published edition of AM's Best Reports.

3.1.1 Commercial general liability – Limits of liability shall be

\$1,000,000 per occurrence and \$2,000,000 minimum available in the aggregate.

3.1.2 Automobile liability insurance with coverage to include owned, hired and non-owned vehicles. Combined bodily injury and property damage coverage shall have minimum limits of \$2,000,000 combined single limit.

3.1.3 Worker's Compensation insurance with limits of liability confirming to the applicable State laws and statutory requirements including Employers Liability coverage with a limit not less than \$500,000 each employee for bodily injury by accident and \$500,000 each employee for bodily injury by disease. RBCA's delivery of the Goods, in whole or part.

3.1.4 Limits may be achieved either by primary or combined with excess/umbrella insurance.

3.2 With exception of the workers compensation, the policies listed above shall be endorsed to name RBCA (including its parent companies, ultimate parent company, subsidiaries, Affiliates, directors, officers, shareholders, employees, agents and/or other representatives) as Additional Insureds. The insurance coverage shall be primary and non-contributory with respect to RBCA. The insurance coverage shall provide a waiver of subrogation in favor of RBCA and the other Additional Insureds.

3.3 In the event Buyer requests changes in specifications after these Terms and Conditions have become binding, such changes shall become part of the purchase order only upon acceptance by RBCA in its sole discretion, whereupon delivery dates will be reasonably extended, RBCA shall be compensated for all costs incurred in connection with such change and the price shall be adjusted to maintain RBCA's anticipated profit margin.

3.4 No claims for errors in shipment will be considered unless discrepancy is notated on the Transportation Provider Bill of Lading and RBCA is notified within 10 days after receipt of materials. All claims for visible damage as a result of shipping must be notated on the Transportation Provider Bill of Lading and must be made within 10 days after receipt of materials. All claims from a dropped trailer for errors in shipment or visible damage as a result of shipping require notification to the carrier within 24 hours of the receipt of the dropped trailer. Notification of dropped trailer shipment claims must be made to RBCA within 10 days after receipt of trailer. All claims for concealed damage as a result of shipping must be made within 60 days after receipt of materials. All claims must be accompanied by the necessary papers or documents to substantiate the claim.

3.5 Goods may not be returned without permission and will not be accepted for replacement or credit.

4. INSTALLATION

4.1 The Goods shall be installed by and at the expense of the Buyer unless otherwise expressly stipulated in writing by Buyer and RBCA.

4.2 RBCA shall not be liable for material and equipment or the acts of Buyer's employees, agents or contractors, nor has it any responsibility for the performance of Goods not installed in

compliance with the Installation Manual under the supervision of its superintendent unless deficient performance is caused by defects independent of the installation and within the scope of the warranty set forth in section 5.

4.3 RBCA assumes no responsibility for damages due to deterioration during periods of storage by the Buyer prior to installation and operation.

4.4 RBCA reserves the right to make changes in design or additions to or improvements in its products without liability to install such changes, additions or improvements in any product manufactured prior thereto.

5. WARRANTY POLICY

5.1 Unless a different limited written warranty is provided by RBCA with the Goods, the terms and conditions of the warranty for the Goods shall be subject to the following limited written warranty. RBCA warrants all Goods manufactured by it to be free from defects in material and workmanship for one year from the following:

5.1.1 The date of installation if a warranty card has been received by RBCA that sets forth the correct date of installation;

5.1.2 The date of purchase if the date can be established by an invoice; or

5.1.3 The date of manufacture if the information required in 5.1.1 or 5.1.2 is not available.

Buyer's sole and exclusive remedy under this warranty shall be limited to either the repair or exchange of warranted products, at RBCA's option FCA RBCA's factory. No attempt to repair or improve the Goods or parts by any of RBCA's representatives shall change or extend this warranty.

5.2 LIMITATIONS OF WARRANTY

THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The above warranty does not apply to specialty items or modifications to Goods, which as detailed in section 12.2, are purchased "AS IS."

5.3 If the Buyer (as that term is hereafter defined) or Agent grants to an end user any warranty which is greater in scope or time period than the warranty stated herein, RBCA shall not be liable beyond this stated warranty. Except as otherwise provided under the Warranty Processing Procedures section of this warranty, equipment and accessories not manufactured by RBCA shall not be the responsibility of RBCA. The term "Buyer" as used herein means the person or firm that purchased the product directly from RBCA and the end customer.

5.4 WARRANTY PROCESSING PROCEDURE.

No products shall be returned without prior authorization from RBCA. Buyer shall prepay all transportation charges for the return of such products to RBCA's factory or authorized factory service center. RBCA will not accept any charges for labor and/or parts incidental to the removal and remounting of products repaired or replaced under this warranty. All repair and replacement parts provided under this warranty will assume the identity, for warranty purposes, of the part replaced and the warranty on such replacement parts will expire when the warranty on the original part would have expired. Claims must be submitted within 30 days of failure or be subject to rejection. This warranty is not transferable beyond the first using purchaser.

The foregoing warranty does not cover conditions over which RBCA has no control, including, without limitation, contamination, products damaged or subjected to voltage, or temperature outside of specified range, accident, abuse or misuse after shipment from RBCA's factory, electricity or fuel costs or any unrealized savings (anticipated or projected) on energy costs, products altered, disassembled or repaired by anyone other than RBCA personnel, RBCA authorized factory service center personnel or persons so designated in writing by RBCA's Customer Service Department prior to commencement of said work.

Types of failures which are not attributable to defects in materials and/or workmanship, and which are not considered by RBCA as part of its warranty include, but are not limited to the following:

- Damages due to deterioration during periods of storage by the Buyer prior to installation and operation.
- Damage due to unsuitable fuels, power, selection to the wrong product settings.
- Damage attributable to accident, abuse, neglect and improper maintenance.
- Operating outside the specified temperatures, venting requirements or flow rates.
- Repairs by unauthorized service personnel.
- Use of the product in a manner or purpose for which it was not designed or intended by RBCA.
- Improper installation.
- Damage due to corrosion (including due to water quality, liquids utilized and air), mineral deposits, mold, fungus, abrasion or bacteria.
- Ordinary wear and tear.
- Any portion or component of any system that is not supplied by RBCA, regardless of the cause of the failure of such portion or component.
- Products on which the unit identification tags or labels have been removed or defaced.
- Products on which payment to RBCA, or to the owner's seller or installing contractor, is in default.

5.5 Whenever possible, each provision of the foregoing warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this warranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this warranty.

6. FORCE MAJEURE

6.1 RBCA shall not be liable for delays or failures in delivery, damage to Goods, or performance due to acts of God, governmental authority or public enemy, fire, flood, strike, labor disturbance, epidemic, war, riot, civil disturbance, power failure, embargoes, shortages in materials, components or service, boycotts, transportation delays or any other cause beyond RBCA's control.

6.2 In the event of such delay or failure, Buyer's order shall not terminate, but the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

7. CANCELLATION AT DEFAULT OF BUYER

7.1 RBCA may cancel Buyer's order without liability effective upon written notice to Buyer, upon occurrence of any of the following Events of Default:

- 7.1.1 Buyer's failure to make timely payment of any sum owing to RBCA for the orders accepted and shipped by RBCA or otherwise;
- 7.1.2 Buyer's failure to conduct its operation in the normal course of business (including the inability to meet obligations as they accrue);

- 7.1.3 Institution of any proceedings by or against Buyer under any bankruptcy, insolvency or similar law;
- 7.1.4 Appointment or application for a receiver for Buyer;
- 7.1.5 An assignment by Buyer for the benefit of creditors;
- 7.1.6 Failure of Buyer to furnish RBCA with a written representation reaffirming Buyer's solvency (it being understood that Buyer's order hereunder constitute a representation by Buyer that it is solvent);
- 7.1.7 Failure of Buyer to maintain any insurance required as herein provided; or
- 7.1.8 Failure of Buyer to maintain the Goods free and clear of any and all Liens of third parties prior to Buyer's payment of the full purchase price.

7.2 Upon cancellation, at RBCA's option:

- 7.2.1 Buyer shall pay for all Goods delivered and for all Goods completed or in process pursuant to purchase orders accepted by RBCA;
- 7.2.2 With respect to all Goods for which RBCA has not received full payment, RBCA may stop delivery, retake (Buyer shall surrender the Goods without dispute) or retain possession of the Goods wherever located (all without notice, demand or legal process) and retain, lease or resell (at public or private auction or otherwise) without accounting to Buyer, and any payments received by RBCA from Buyer or otherwise may be retained as liquidated damages;
- 7.2.3 RBCA may declare any outstanding balance immediately due and owing and collect same from Buyer without further notice or demand, together with interest at the maximum rate permitted by law;
- 7.2.4 Refuse to deliver except for cash payment for all Goods.

7.3 The rights of cancellation and remedies provided in this Section are cumulative and are in addition to any other rights and remedies of RBCA in law or equity.

8. PAYMENT TERMS

8.1 Except as otherwise specified by RBCA in writing, terms of payment are net thirty (30) days from date of invoice, with no discount allowed for earlier payment and no right of set-off for amounts due or allegedly due from RBCA to Buyer. RBCA reserves the right to alter or suspend credit terms, require C.O.D. or advance payment, whenever RBCA has reasonable doubt as to Buyer's credit worthiness. If Buyer becomes delinquent in payment or refuses to accept C.O.D. shipments, RBCA shall have the right, in addition to any other right it may have, to cancel any order of Buyer's, withhold further deliveries, and declare all unpaid amounts for products or goods previously delivered immediately due and payable. Each shipment shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Amounts past due may, at RBCA's discretion, be subject to an interest charge of 1.5% per month. All costs and expenses incurred by RBCA as a result for non-payment or delinquent payment by Buyer, including collection costs, interest, and reasonable attorneys' fees, shall be paid by Buyer. All invoices are due and payable in Canadian currency.

8.2 In the event RBCA consents to delay shipments after completion of the Goods or any portion thereof, payment shall become due upon notice to Buyer that such Goods are ready for shipment and such Goods shall thereafter be held at Buyer's risk and expense.

Buyer grants to RBCA a purchase money security interest in the goods, products and/or equipment

supplied hereunder. Failure of Buyer to make any payment when due shall entitle RBCA, in its sole discretion, to declare all obligations of Buyer immediately due and payable; in such event RBCA shall have all the rights and remedies of a secured party under applicable law. Buyer agrees to execute upon request such documents which may be deemed necessary or appropriate by RBCA to create, perfect and maintain the perfection of its security interest under applicable law. Buyer hereby appoints RBCA as its attorney-in-fact to sign and file a financing statement and such other documents as RBCA deems necessary to create, file, perfect and maintain the perfection of its security interest.

8.3 In the event Buyer fails to fulfill the terms of payment of any invoice, or if the financial responsibility of the Buyer shall become impaired or unsatisfactory to the RBCA, or if necessitated by any acts of any governmental authority, including financial disclosures or reporting obligations mandated by applicable securities legislation or other law, RBCA reserves the right to change terms of payment and/or defer or discontinue further shipments without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing are received by RBCA or until such acts or requirements of such governmental authority shall have been complied with.

8.4 RBCA also reserves the right to cancel the contract in the case of any of the events described in Section 8.4, in which event Buyer shall compensate RBCA for any commitments, obligations, expenditures, expenses, and costs including attorney fees, RBCA may have incurred in connection with the contract. Each shipment by RBCA shall be considered a separate transaction and if payment is not received therefore within the periods specified herein, RBCA at its option may bring a separate suit to recover the contract price of each such shipment.

8.5 If any of the following events occur, RBCA shall have the right to demand assurance from Buyer that payment in full will be made:

8.5.1 Buyer is delinquent in making payment hereunder for a period of 45 days after payment was due.

8.5.2 Buyer fails to meet his obligations with one or more other suppliers as the obligations occur.

8.5.3 A Writ of Attachment or Judgment is entered in any court of competent jurisdiction.

On written demand for assurance by RBCA, Buyer shall, within five (5) days after receipt thereof, furnish, in amount sufficient to secure the full payment of the balance of any monies due hereunder on account of the purchase price, either a penalty bond issued by a competent surety company, or financial security, bank irrevocable letter of credit, or other liquid collateral to be held in escrow by an attorney at law as designated by RBCA, to secure the payment of the purchase price aforesaid.

8.6 Buyer agrees that RBCA retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other documents have been presented to RBCA for signature that may imply otherwise. Buyer further agrees that RBCA has the right to determine, in its sole discretion, how to apply payments, and which invoices to pay with all payments, received on account, despite any advice to the contrary.

9. LIMITATION OF LIABILITIES

9.1 RBCA shall not be liable for any indirect, consequential, exemplary, special, incidental or punitive damages, including, without limitation, loss of use, loss of business, revenue, profit or goodwill, downtime costs, damage to associated equipment, cost of substitute goods, facilities or services, or claims of Buyer's customers for such damages, or other commercial or economic damages or costs, that may arise out of, in conjunction with or relate to, the failure of any Goods sold by RBCA to Buyer, under any legal theory or cause of action, including, without limitation, tort, contract, warranty, strict liability or federal, provincial or local statute, ordinance or regulation. In no event shall RBCA's liability exceed the price of the Goods which give rise to the claim.

9.2 Buyer agrees that if it transfers title to or leases the Goods to any third-party Buyer shall obtain such party's agreement to the limitations of section 9.1.

10. FEDERAL CONTRACT REQUIREMENTS

If the Goods are purchased under a government contract or sub- contract, Buyer shall promptly notify RBCA of the provisions of any government procurement laws and regulations which are required to be included in the contract covering the Goods. If compliance with such provisions increases RBCA's costs or liability, RBCA shall be entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs, or terminate this agreement with Buyer being responsible for all costs incurred by RBCA.

11. EXPORT CONTROLS

RBCA and Buyer acknowledge and agree that the Goods covered by Buyer's order are subject to all applicable export control laws and regulations of the country of origin, the country of destination, and any country through which the Goods may transit. Buyer shall comply with all applicable recommendations or requirements of supply chain security programs in the relevant jurisdictions, such as the Canada Border Services Agency (CBSA) Partners in Protection (PIP) program, or similar programs. Buyer further certifies that the Goods: (a) are not intended to be used for any purpose prohibited by the applicable law or regulations including, without limitation, nuclear related activities or chemical/biological weapons or missiles; (b) are not intended to be released, shipped or re-exported to any destination to which export is prohibited by applicable law (e.g., countries subject to sanctions); and (c) are not intended to be released, shipped or re-exported, either directly or indirectly, to any persons identified on any applicable restricted party lists maintained by relevant governmental authorities. This Section shall survive any termination or expiration of Buyer's order.

12. CANCELLATION, CHANGES AND SPECIAL ORDERS

12.1 Buyer's orders may NOT be canceled or changed by Buyer without the prior written consent of RBCA, which consent may be granted or withheld in RBCA's sole discretion. In the event of such cancellation, Buyer shall be liable for RBCA's anticipated profit and for all costs incurred prior to cancellation.

12.2 Buyer's may request specialty items or modifications. Any such specialty items or modifications will not be UL approved unless otherwise agreed by RBCA in writing by an authorized representative of RBCA. RBCA does not warrant that the specialty items or modifications will perform to any level or standard and such specialty items or modifications are "AS IS" and the warranty provided in section 5 above does not apply.

13. RELEASE AND INDEMNIFICATION

Buyer acknowledges that it will use the Goods only in accordance with the Installation Manual applicable to the Goods. As such, Buyer agrees to release RBCA from, and to hold harmless and, upon request, defend RBCA for, from and against, any and all claims, suits, actions or legal proceedings brought against RBCA, their affiliates and their officers, directors, employees and representatives, seeking injunctive relief or damages to recover any loss, damage or injury to person or property, including reputation and goodwill, whether brought by a federal, provincial or local governmental agency, or any other person, caused by or arising out of Buyer's purchase or use of the Goods. This release, hold harmless and indemnification shall apply, regardless of whether such claims, lawsuits, judgments, demands, actions or causes of action allege or are based on negligence, breach of implied warranty, strict liability, reckless or intentional conduct, or any other nature or manner of legal theory or cause of action. The sole exception to this agreement is if such claims, suits, actions or legal proceedings arise exclusively from failure of the Goods to meet the warranty set forth in Paragraph 5 above.

14. MISCELLANEOUS

14.1 NOTICE. All notices in connection with Buyer's order shall be in writing and shall be given by Federal Express or other reputable next day courier service or Canada post, postage prepaid, certified or registered, return receipt requested. Each notice shall be addressed to RBCA at 6955 Creditview Road, Mississauga, ON, L5W 1A1, Attn: President and to Buyer at the address contained in the Purchase Order, or at such other address as a party shall provide by notice to the other party. Notice shall be deemed effective upon delivery.

14.2 WAIVERS. No waiver shall be effective unless it is in writing. The failure of either party to require performance under any provision of this Agreement shall in no way affect the right of such party to require full performance at any subsequent time, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

14.3 SEVERABILITY. These Terms and Conditions shall be deemed severable and if any portion hereof shall be held to be invalid for any reason, the remainder shall not be deemed invalid but shall remain in full force and effect.

14.4 GOVERNING LAW/ARBITRATION. These Terms and Conditions shall be governed and construed in accordance with the laws of Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, without regard to principles of conflict or choice of laws. The Parties agree that any controversy or claim arising out of or relating to this Agreement and any SOW issued hereunder or the alleged breach or interpretation thereof which cannot be satisfactorily resolved through consultation and negotiation between them, shall be settled by binding arbitration administered by the International Centre for Dispute Resolution Canada ("*ICDR Canada*") in accordance with its Canadian Arbitration Rules, provided that the foregoing shall not prevent any Party from seeking interim injunctive relief in a court of competent jurisdiction. Claims shall be heard by a panel of three arbitrators. Within thirty (30) days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by ICDR Canada. The legal seat of arbitration and venue of hearings will be held in Toronto, Ontario. The language of the arbitration shall be English. The arbitration award shall be by a written decision containing findings of fact and conclusions of law, shall be final and binding and may be enforced by any court of competent jurisdiction. Each party shall bear its own legal costs and shall bear half the costs of arbitration subject to the arbitrators' jurisdiction to award legal and arbitration costs in the event of a finding that a party advanced a claim or defense that was frivolous or vexatious. In no case shall the arbitrator be authorized to award costs and damages

otherwise prohibited herein. The parties undertake to keep confidential all awards in the arbitration, together with all materials in the arbitration created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right, or to enforce or challenge an award in legal proceedings before a state court or other legal authority (in which case the party bring such proceedings shall seek to do so under seal to the extent permitted by law). The parties shall seek the same undertaking of confidentiality from all those that it involves in the arbitration, including but not limited to any authorized representative, witness of fact, expert or service provider.

14.5 MODIFICATION. These Terms and Conditions may only be modified by (i) a written amendment executed by authorized representatives of each party or (ii) from time to time by posting revised Terms and Conditions to RBCA's Website at www.bosch-homecomfort.ca, or its successor website. Such revised Terms and Conditions shall apply to all purchase order revisions/amendments and new Orders issued on or after the effective date thereof. Buyer shall be responsible to review RBCA's Website.

14.6 ENTIRE AGREEMENT. This is the complete and final agreement between the parties related to the subject matter of these Terms and Conditions and supersedes all prior writings, conversations, understandings or agreements.

14.7 CREDIT. RBCA reserves the right to grant, deny or stop advancing credit at any time in its sole discretion. RBCA's credit policies are subject to change at any time without notice.

- a. Credit Information. Buyer hereby consents to RBCA giving or obtaining credit information to or from third parties regarding Buyer.
- b. Credit Check Authorization. Buyer authorizes RBCA to conduct a credit investigation for the purpose of extending credit to Buyer. Buyer agrees to supply such information as may be required by RBCA to: (i) warrant the future extension of credit; (ii) enable RBCA to perfect liens; or (iii) recover upon any bond issued for its protection.

Buyer further agrees to inform RBCA of any material change in the condition of its business or of any changes in its legal structure.

14.8 PARTIES IN INTEREST. These Terms and Conditions shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.9 ASSIGNMENT. Buyer shall not assign Buyer's order without the prior written consent of RBCA, which consent may be granted or withheld in the sole discretion of RBCA.

14.10 ENFORCEMENT. Buyer shall indemnify RBCA against all costs and expenses (including attorney fees) reasonably incurred in the enforcement of Buyer's order and these Terms and Conditions.

14.11 DISPOSAL. Buyer is responsible for the proper disposal of the Goods and must comply with all Federal, State and applicable local laws and regulations related to disposal, including the disposal of refrigerants. RBCA is not responsible or liable for the disposal of the Goods.

14.12 CONFIDENTIALITY. Prints or drawings attached to Buyer's order or otherwise furnished by RBCA to Buyer in connection with RBCA's performance under Buyer's order are the sole property

of RBCA. RBCA retains all patent and other rights, including exclusive rights of use and/or manufacture and/or sale. RBCA prints and drawings that are provided to Buyer for use with the Goods are to be reviewed only by necessary and authorized personnel of the Buyer and with the understanding that the information contained in the prints and drawings is confidential and proprietary to RBCA and owned by RBCA. RBCA does not convey any permission to show, reproduce, or manufacture the article or articles shown in the prints or drawings, such permission to be granted only by specific authorization in writing signed by an officer or other authorized agent of RBCA.