

1. ACCEPTANCE - This purchase order ("Purchase Order") for services ("Services") is not binding upon DEW Engineering and Development ULC ("DEW") until accepted by the service provider ("Service Provider"). Acceptance of all terms and conditions shall take place when (a) DEW receives written acknowledgement from Service Provider, or (b) Service Provider delivers to or performs for DEW and DEW accepts any of the Services herein by the date specified. In the event of conflict between these terms and conditions and Service Provider's written acceptance or purported acceptance, these terms and conditions shall prevail. This Purchase Order constitutes the entire and sole agreement between the parties with respect to this subject matter, and supersedes all previous negotiations, communications and agreements in any form relating to it, unless incorporated by reference in this Purchase Order.

2. TERMINATION - The term of the agreement is set forth in this Purchase Order. The rights and obligations created herein shall be subject to termination only in accordance with the termination provisions of this Purchase Order. The performance of work under this Purchase Order may be terminated in whole, or from time to time, in part by DEW at any time, for any reason, or for no reason. In such event, Service Provider shall be bound by all confidentiality, warranty and indemnity obligations in accordance with the terms of this Purchase Order. Upon termination of this Purchase Order by DEW, Service Provider will cease all work being performed under this Purchase Order and destroy or deliver to DEW all copies of and any and all materials or information provided by DEW to Service Provider or created by Service Provider hereunder, whether complete or partially complete. If requested by DEW, Service Provider shall certify to DEW, in writing, that the foregoing steps have been taken. Termination under this Section 2 shall not limit or affect either party's rights or obligations arising hereunder prior to such termination.

3. SCOPE OF SERVICES - The description of the Services, together with the location(s), time(s) of performance, and service specifications are described in this Purchase Order. The Services shall be performed upon such terms as set forth in this Purchase Order.

4. SERVICES FEE(S) - As consideration for Service Provider's satisfactory performance of the Services, DEW agrees to pay Service Provider the Service fee(s) set forth in this Purchase Order. The Services fee(s) shall constitute the total financial obligation of DEW to Service Provider.

5. INVOICES AND PAYMENTS - Service Provider shall issue invoices in the format required by DEW within thirty (30) days following the completion of the Services to the address stated on any Purchase Order(s). Invoices for completed Services shall be paid within thirty (30) days following receipt of a correct invoice. DEW may withhold payment of any invoice if Service Provider has not complied with any material requirement of this Purchase Order. Said payment will be paid only when the requirement is satisfactorily complied with. Any payment so withheld will not accrue interest. DEW is not required to pay invoiced amounts in dispute until such dispute is resolved. Once the dispute is resolved the invoice shall be paid within thirty (30) days following such resolution.

6. SERVICE SPECIFICATIONS; WARRANTIES - Service Provider warrants and agrees that the Services shall be free from defects in performance or material, shall conform strictly to the requirements and specifications set forth in this Purchase Order, and shall be fit and sufficient for the purposes expressed in, or reasonably to be inferred from this Purchase Order. Service Provider shall, at no expense to DEW correct any failure to fulfill the above warranty which may appear at any time during the performance set forth in this Purchase Order. Service Provider will proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest standards in the field to the reasonable satisfaction of DEW.

7. INSPECTION AND ACCEPTANCE - DEW may inspect Services performed by Service Provider and/or its subcontractors in progress or completed. Service Provider shall notify DEW in writing when, in its opinion, the Services or portion thereof are complete. DEW shall inspect the Services and notify Service Provider in writing if the Services or parts thereof do not conform to the Service specifications. Service Provider shall correct such nonconforming Services in an expeditious manner at its own expense. Payment by DEW shall not waive any rights and remedies which DEW has or may have under this Purchase Order or under law.

8. CONFIDENTIALITY/PROTECTION OF CUSTOMER'S PROPRIETARY RIGHTS - Service Provider understands and agrees that all materials and information provided by DEW or developed by Service Provider in connection with any work subject to this Purchase Order and all materials and information relating to said work are valuable assets of DEW and are to be considered DEW proprietary information and property. Service Provider will treat all materials and information provided by DEW or developed by Service Provider in connection with any work subject to this Purchase Order and all materials and information relating to said work with the highest degree of care necessary to insure that unauthorized disclosure does not occur. Except as is set forth in this Purchase Order, Service Provider will not use, disclose, make or have made any copies of any materials or information provided by DEW or developed by Service Provider in connection with any work subject to this Purchase Order, in whole or in part, without DEW's prior written approval. For projects that may have certain confidentiality concerns for DEW, Service Provider understands that Service Provider may be required to enter into and execute a more specific Non-Disclosure/Confidentiality Agreement. Service Provider agrees to adhere to all visitor policies of DEW.

9. AUDIT - Service Provider's records, which shall include, but not be limited to, accounting records, time sheets, written policies and procedures, test results, reports, correspondence, memoranda and any other documentation relating to the performance of all work subject to this Purchase Order, shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by DEW or its authorized representative to the extent necessary to adequately evaluate claims submitted by Service Provider, required by governmental authorities or desirable for any other valid business purpose. For the purpose of such audits, inspections, examinations and evaluations, DEW or its authorized representative shall have access to said records beginning on the effective date of the initial task order which is the subject to this Purchase Order and continuing until five (5) years after the completion of all work subject to this Purchase Order.

10. INDEPENDENT CONTRACTOR - Service Provider hereby declares and agrees that it is engaged in an independent business and will perform its obligations under this Purchase Order as an independent contractor and not as the agent or employee of DEW; that the persons performing services hereunder are not agents or employees of DEW; that Service Provider has and hereby retains the right to exercise full control of and supervision over the performance of Service Provider's obligations hereunder and full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations; that Service Provider will be solely responsible for all matters relating to payment of such employees, including compliance with workers' compensation, unemployment, disability insurance, employment insurance withholding, and all other federal, provincial and municipal laws, rules and regulations governing such matters; and that Service Provider will be responsible for Service Provider's own acts and those of Service Provider's agents, employees and subcontractors during the performance of Service Provider's obligations under this Purchase Order.

11. ASSIGNMENT - Any assignment or delegation of the rights or obligations hereunder, in whole or in part, or any other interest hereunder, without DEW's written consent, shall be void; except that an assignment confined solely to money due or to become due shall be void only to the extent that it attempts to impose upon DEW obligations to the assignee additional to the payment of such monies, or to preclude DEW from dealing solely and directly with Service Provider in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due. DEW reserves the right to assign this Purchase Order to any parent, subsidiary of parent, subsidiary, affiliate, successor or related company of DEW.

12. INDEMNITY - Service Provider shall indemnify and hold harmless DEW, its owners, parents, affiliates, subsidiaries, agents, directors and employees from any liabilities arising from and in connection with providing the Services under this Purchase Order or the acts or omissions of Service Provider, its agents and employees and others under its direction or control except to the extent such liabilities are caused by or are the result of the gross negligence or willful misconduct of DEW. Such liabilities shall include, but not be limited to, those which are attributable to personal injury, sickness, disease or death; and/or result from injury to or destruction of real or personal property including loss of use thereof, theft, misuse or misappropriation. Service Provider shall indemnify and hold harmless DEW, its owners, parents, affiliates, subsidiaries, agents, directors and employees from and against all liabilities arising out of or resulting from any claim which may be asserted by any of Service Provider's employees, agents, subcontractors or subcontractor's employees or agents against DEW, its owners, parents, affiliates, subsidiaries, agents, directors and employees except to the extent such claim is the direct result of the gross negligence or willful misconduct of DEW.

13. INSURANCE - Service Provider is responsible for acquiring and maintaining insurance coverage necessary to fulfill its obligations under this Purchase Order and to ensure compliance with any applicable law. Any insurance acquired or maintained by Service Provider is at its own expense and for its own benefit and protection. It does not release Service Provider from or reduce its liability under this Purchase Order.

14. SUBCONTRACTORS - Service Provider shall obtain DEW's written consent prior to subcontracting any obligations hereunder. Such requirement shall not apply to purchases of incidental, standard commercial supplies or raw materials.

15. ADVERTISING; PUBLICITY - No references to DEW or any party affiliated with DEW or references to DEW's names, marks, codes, drawings or specifications will be used in any of Service Provider's advertising, promotional efforts or any publicity of any kind without DEW's prior written permission.

16. PLANT AND WORK RULES - Service Provider, while on DEW's premises, shall comply with all plant rules and regulations including, where required by governmental regulation, submission of satisfactory clearance from the appropriate governmental authorities.

17. SETOFF - All claims for money due or to become due from DEW shall be subject to deduction or setoff by DEW by reason of any counterclaim arising out of this or any other transaction with Service Provider.

18. TIME IS OF ESSENCE - Time of performance is of the essence in this Purchase Order and a substantial and material term hereof.

19. FORCE MAJEURE - Neither party shall be liable for failure to perform when such failure is due to acts of God, acts of government, wars, riots, fires, floods, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties. If such circumstances occur, the party injured by the other's inability to perform may elect to (1) terminate this Purchase Order immediately; and/or (2) suspend this Purchase Order for the duration of the force majeure circumstances, and then resume performance under this Purchase Order. The party experiencing the force majeure circumstances shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of such circumstances on the injured party, including assisting in locating and arranging for substitute Services.

20. RESERVATION OF RIGHTS - Neither party's delay or failure in enforcing any of right or remedy afforded hereunder or by law shall prejudice or operate to waive that right or remedy or any other right or remedy which it shall have available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of this Purchase Order, whether of a like or different character.

21. COMPLIANCE WITH LAWS - Service Provider agrees that all work performed under this Purchase Order shall comply with all federal, provincial, and municipal laws, ordinances, regulations and codes in the performance of the Purchase Order including the procurement of permits and certificates where needed. Service Provider further agrees to indemnify and hold harmless DEW, its owners, parents, affiliates, subsidiaries, agents, directors and employees from and against all claims that may be sustained by reason of Service Provider's failure to comply with the aforementioned federal, provincial, and municipal laws, ordinances, regulations and codes.

22. SEVERABILITY - In the event that a court or a governmental or regulatory agency with proper jurisdiction determines that this Purchase Order or a provision of this Purchase Order is unlawful respectively, this Purchase Order, or that provision of this Purchase Order, to the extent it is unlawful, shall terminate. If a provision of this Purchase Order is terminated but the parties can continue legally, commercially and practically without the terminated provision, the remainder of this Purchase Order shall continue in effect. No additional liability shall attach to either party as a result of any such termination.

23. REMEDIES CUMULATIVE - The remedies provided herein shall be cumulative and in addition to any other remedies provided by law or equity.

24. AMENDMENTS - No change or modifications of any terms or conditions herein shall be valid or binding on either party unless made in writing and signed by DEW and an authorized representative of Service Provider.

25. SURVIVAL - Unless expressly limited herein or in a subsequent writing by the parties, the terms, provisions, representations and warranties contained in this Purchase Order shall survive DEW's final acceptance of the Services to be provided or performed herein for a period of five (5) years.

26. WAIVER - Either party's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege, or either party's waiver of any breach hereunder shall not be construed to be a waiver, or waive any other terms, conditions, or privileges, whether of the same or similar type.

27. GOVERNING LAW - This Purchase Order shall be construed, and the rights and obligations of DEW and Service Provider shall be governed in all respects by the laws of the Province of Ontario without regard to any conflicts of laws provisions.

28. TAXES - To the extent that the Services to be provided hereunder are subject to any sales, use, rental, personal property and any other taxes, payment of said taxes is DEW's responsibility. If the Service Provider has a requirement to collect the said taxes, then they will be included on the invoice set forth in Section 5 of these terms and conditions. Otherwise it will be the responsibility of the DEW to pay the taxes directly to the collecting agency. Service Provider shall be liable for any and all taxes on any and all income it receives from DEW under this Purchase Order.

29. LIMITATION OF LIABILITIES - Except for violation by Service Provider of Sections 8, 11 and 21 herein, neither party shall be liable to the other for special, indirect, consequential or incidental losses or damages of any kind or nature whatsoever, including but not limited to lost profits, lost records or data, lost savings, loss of use of facility or equipment, loss by reason of facility shut-down or non-operations or increased expense of operations, or other costs, charges, penalties, or liquidated damages, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.