

CAMATECH INC.
CONDITIONS OF PURCHASE ORDER

ACCEPTANCE AND ENTIRETY

This order, when accepted by your company (the Seller), shall constitute the entire contract with reference to its subject matter. If the seller is unable to deliver as per instructions on the face hereof, or attached hereto. CAMATECH INC. (the Purchaser / Buyer) reserves the right to cancel this order in whole or in part without further obligation to the Purchaser. **CONFIRMATION IS REQUIRED ON ALL PURCHASE ORDERS**

QUALITY AND INSPECTION

All articles, materials and or work supplied hereunder, whether by the Seller or a supplier to the Seller, shall be of new quality and free from any defects. If any article, material or work, in the Purchasers opinion, fails to conform to the Purchasers specifications, or is otherwise defective, the Seller shall promptly replace any article, material or work at the Seller's sole expense. No payment or acceptance by the Purchaser hereunder shall constitute a waiver of the foregoing, nor shall anything herein contained be construed to exclude or limit any warranties implied by law. The below listed Quality Codes will apply when indicated in the text of the order:

- A requirements for approval of product, procedures, processes and equipment apply,
- B requirements for qualification of personnel apply,
- C quality management system requirements apply:
 - 1 – ISO9001
 - 2 – AS9100
 - 3 – NADCAP
 - 4 – Controlled Goods Directive
- D the identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data applies Certificate of Compliance required (C of C) on all shipments,
- E requirements for design, test, inspection, verification (including production process verification), use of statistical techniques for product acceptance, and related instructions for acceptance by the organization, and is applicable to critical items including key characteristics applies,
- F requirements for test specimens (e.g. production , number, storage conditions) for design approval, inspection/verification, investigation or auditing applies,
- G requirements regarding the need for the supplier to - notify the organization of non-conforming product,
 - obtain organization approval for non-conforming product disposition,
 - notify the organization of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and , where required, obtain organization approval, and
 - flow down the supply chain the applicable requirements including customer requirements,
- H records shall be retained for a period of no less than:
 - 1 - seven (7) years from completion of last P.O.
 - 2 - ten (10) years from completion of last P.O
- I rights of access by the organization, their customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records applies.

- J the Seller shall supply new and authentic parts
 - no counterfeit or suspect counterfeit parts are to be supplied.
 - distributors shall purchase parts directly from the Original Component Manufacturer/ Original Equipment Manufacturer (OCM / OEM) or through an authorized Distributor.
 - upon receipt of parts Camatech Inc., requested Certification documentation must provide information that authenticates traceability to the applicable OCM / OEM assignment.

Neither this contract nor any claim against the Purchaser in connection with this contract shall be assignable by the Seller without the prior written consent of the Purchaser.

If the Seller becomes insolvent, enters into Bankruptcy (voluntarily or involuntarily) or makes an assignment for creditors, the Purchaser reserves the right to cancel this order in whole or in part, at the sole discretion of the Purchaser and without obligation to the Purchaser.

MARKINGS ON DOCUMENTATION

All Sellers documents pertaining to this order must display the Purchaser's order number and any additional information detailed in the supporting documentation conveyed to you with the order.

SUBSTITUTIONS

Substitutions of goods or services are not permitted without prior written consent of the Purchaser. Unauthorized substitutions of goods or services by the Seller shall be just cause for cancellation of this order by the Purchaser without further obligation of the Purchaser.

PURCHASER SUPPLIED ITEMS

Responsibility for the security and integrity of all items supplied by the Purchaser to the Seller that are to be incorporated into manufactured goods or work performed as set out in this order rests solely with the Seller, excepting transportation to and from the Seller's premises. All discrepancies in item type and quantities received by the Seller shall be reported to the Purchaser within two working days of receipt by the Seller. The Seller shall be responsible for maintenance of a proper accounting of all Purchaser supplied items at all times and such accounting shall be available to the Purchaser on demand.

PARTIAL SHIPMENT

No partial shipments, short shipments or shipments with back orders are allowed without prior written consent of the Purchaser. Acceptance of any such shipment made by the Seller without the Purchaser's written consent is solely at the option of the Purchaser and any such shipment by the Purchaser remains at the sole risk and expense of the Seller.

SHELF LIFE, STORAGE OF GOODS AND OR HAZARDOUS MATERIALS

If the Seller's goods supplied under this order have a limited shelf life or require certain storage conditions or are classed as hazardous goods by Transport Canada then such information shall be supplied to the Purchaser in separate documentation sent with the Sellers commercial invoice to the Purchaser. Any documentation that may be attached to the goods by the Seller to satisfy any requirements of law concerning transportation of these goods is to be considered to be in addition to the documentation requirement mentioned elsewhere in this clause.

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CONFIDENTIALITY

All information concerning this order is to be considered confidential by the Seller and is not to be communicated to any third party without the written consent of the Purchaser. Dissemination of any information concerning this order to the Seller's employees and or officers shall be strictly limited to those employees or officers directly concerned with the manufacture or supply of the items listed on the face of this order and its accompanying documentation.

AWARENESS

The Seller shall ensure that their employees are aware of:

- Their contribution to product or service conformity;
- Their contribution to product safety;
- The importance of ethical behavior,