

TAIT COMMUNICATIONS (LA) LIMITED STANDARD TERMS AND CONDITIONS OF SALE

1. APPLICATION AND ACCEPTANCE OF THESE TERMS AND CONDITIONS

These Terms and Conditions govern the sale or quotation of any Products provided by Tait to the Buyer unless otherwise agreed in writing by Tait. These Terms and Conditions, with any special conditions specified by Tait, shall prevail over all others proposed by the Buyer ("Requirement"). Tait's failure to object to other terms and conditions shall not be regarded as a waiver of such Requirement. Notwithstanding any language to the contrary therein, no terms or conditions stated in Buyer's purchase orders, or other order or purchase documentation, shall be incorporated into or form any part of these Terms and Conditions, and all such other terms or conditions shall be null and void and not form or become part of the agreement for Tait to provide services. All Buyer orders are subject to written acceptance by Tait. Tait reserves the right to amend these terms from time to time.

2. QUOTES; PURCHASE ORDERS; ACCEPTANCE OF PURCHASE ORDERS

- 2.1 Quotes; Purchase Orders: Buyer must submit all requests for an order, quote or Product in writing. In response to a request for an order, quote or Product, Tait will issue to Buyer a written quote for the Product (a "Quote"). To order Product from Tait which are described in a Quote, Buyer must then submit a Purchase Order ("Purchase Order").
- 2.2 Buyer Purchase Order Without Initial Request for Quote or Product. Buyer may submit a Purchase Order without first submitting a request for a quote or Product. Such Purchase Order will be reviewed by Tait who will then issue a written response. No such Purchase Order shall be deemed accepted and binding on Tait unless Tait expressly confirms its acceptance in writing.

2.3. To the extent of any conflict or inconsistency between the terms described herein and any Purchase Order, or any of Buyer's other order documentation, the terms of herein shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Buyer's Purchase Orders, or other order documentation, shall be incorporated into or form any part of these terms and conditions, and all such other terms or conditions shall be null and void and not form or become part of the agreement for Tait to provide services.

3. PRICES

- 3.1. Unless otherwise agreed in writing and signed by an authorized officer of Tait:
 - 3.1.1. Product will be delivered CIP (Carriage and Insurance Paid) to the port of destination agreed upon by the Parties, in accordance with the 2010 edition of the Rules for the Interpretation of Trade Terms of the International Chamber of Commerce ("INCOTERMS");
 - 3.1.2. Tait will arrange the freight and invoice the Buyer the corresponding charges.
- 3.2 The prices to be paid by Buyer to Tait for each order of Product shall be Tait's prices in effect on the date said order for Product is accepted by Tait. Tait may change its prices for Product from time to time, however, no price change shall affect the prices of Product sold to Buyer pursuant to orders placed by Buyer and accepted by Tait prior to the effective date of such price change.
- 3.3. Prices for Product are exclusive of any taxes, if any. The Buyer agrees to reimburse Tait where Tait pays the same or is responsible for payment of all such taxes or withholdings, including penalties, where Buyer actions resulted in incurring such penalties.
- 3.4. The price of the Product is exclusive of the costs of packaging, freight, insurance, delivery charges and all applicable taxes, duties, tariffs and charges of any nature whatsoever (including any withholdings) imposed in any country or territory, either directly or indirectly, in respect of the sale or supply of the Product, or payments for them. All such additional costs shall be payable by Buyer in addition to the price for the Product.
- 3.5. If the Buyer requests Tait to vary quantities, delivery dates or Product specifications from those against which prices were quoted Tait shall have the right to adjust the quoted price. The value or likely value of charges for the modified quantities, delivery dates or Product specification shall be notified to Buyer in advance of the provision of the services or Product.

4. PAYMENT

- 4.1. Unless other payment terms have been agreed in writing and signed by an authorized officer of Tait: 100% of the total Purchase Order price will be due by Buyer upon placing the Purchase Order. Tait may, on a case-by-case basis and at its sole

discretion, grant Buyer a limit of credit, depending on Buyer's financial status.

- 4.2 To the maximum extent permitted by law, Tait reserves the right: (a) to determine the requirements for granting, extending or revoking Buyer's limit of credit; (b) to evaluate the Buyer's financial status to determine its limit of credit; (c) to grant, extend or revoke the Buyer limit of credit, if any; and (d) to change the payment terms of this Agreement or of a particular Purchase Order based on the Buyer limit of credit. Buyer must furnish Tait with all financial statements and additional information as Tait may deem necessary to assess Buyer's financial status.
- 4.3. Separate invoice(s) may be submitted for any work to be charged on a time and materials basis, such as installation and commissioning or supervision charges, and Tait shall invoice Buyer monthly in arrears, invoices payable thirty days from the date of issuance, unless otherwise agreed in writing.
- 4.4. No payment may be withheld by the Buyer by way of setoff (legal, equitable or otherwise), counterclaim or any similar provision, against any sums that may become due to Tait.
- 4.5. A payment will be considered late, if paid later than thirty days from invoice date. If Buyer is overdue with any payment past ten calendar days from the due date then, without prejudice to any other right or remedy available to Tait:
- 4.5.1 Buyer shall be liable to pay interest on the overdue amount at the higher of 2% or the maximum permitted by law for every month or fraction thereof, until Tait has received full payment of the overdue amount together with the interest that has accrued; and
- 4.5.2 Tait reserves the right to suspend contractual performance and/or exercise a lien over un-shipped Product until Buyer has paid in full and the exercise of any such suspension or lien shall not affect Buyer's obligation to pay any amounts due in respect of delivery or any other invoice due prior to suspension. Tait may also, at its sole discretion, retake possession of goods in which Tait has a security interest by virtue of Section 10.3.

5. DELIVERY

- 5.1. Quoted delivery periods are calculated from the last to occur of:
- 5.1.1. Tait's acceptance of the Buyer's order; or
- 5.1.2. Provision by the Buyer to Tait of all engineering and configuration details and Buyer supplied parts and materials necessary to enable Tait to manufacture and supply the Product; or
- 5.1.3. Receipt of any necessary letter of credit, in the agreed form or a format acceptable to Tait, and other required documentation (including any confirmation or guarantee); or
- 5.1.4. Approval by the relevant authorities and confirmation of the availability of export licenses, should these be required; or
- 5.1.5. Approval by the competent Authorities in the Buyer's country (and the country of installation of the Product, if different) that all necessary import licenses, permits and foreign exchange approvals have been obtained and will remain valid throughout the performance of the order.
- 5.2. Tait will endeavour to deliver Product and complete installation and commissioning within quoted target dates but (and without prejudice to Tait's rights for breach) quoted dates for delivery, installation and commissioning may be automatically extended by Tait if the Buyer delays in meeting its obligations or if the Buyer requires and Tait accepts a change in quantities or specification of the Product.
- 5.3. The Buyer shall indemnify Tait for all losses and costs incurred by Tait if the Buyer refuses or fails to accept delivery of the Product, including storage charges incurred by Tait with any third-party warehouse. In those circumstances, delivery to a warehouse shall be deemed as completing the delivery by Tait.
- 5.4. Tait will not be liable for any delay or shortages in delivery for reasons beyond its control.
- 5.5. No claim for shortage, out of box failures or damage in respect of Product delivered will be considered unless notice is received in writing by Tait within 7 days from the earlier of the date of receipt of the Product by the Buyer or by a third party on the Buyer's behalf.
- 5.6. Return of Inventory
- 5.6.1 Products or Product purchased under condition of Sale or Return, if not sold or purchased by the Buyer within the first thirty days, may be returned without penalty. Freight for products returned under this condition will be paid by Tait.
- 5.6.2 If under any other circumstances, Tait, at its sole discretion, agrees to accept the return of products for credit, a restocking fee of 20% of the invoiced value may apply.
- 5.6.3 No products or Product will be accepted for credit after thirty days from the time of delivery of goods under any circumstances.

- 5.7 Quoted delivery periods are calculated from the last to occur of:
- a) Tait's acceptance of the Buyer's order; or
 - b) provision by the Buyer to Tait of all engineering and configuration details and Buyer supplied parts and materials necessary to enable Tait to manufacture and supply the Product; or
 - c) receipt of any necessary letter of credit, in the agreed form or a form acceptable to Tait, and other required documentation (including any confirmation or guarantee).
- 5.8. In the event where Tait drop ships Product at the Buyer's request, the Buyer shall indemnify Tait for all losses and costs incurred by Tait if Customs Service refuses or fails to accept delivery of the Product including storage charges incurred by Tait with any third party warehouse. In those circumstances, delivery to a warehouse shall be deemed to be a completed delivery by Tait.
- 5.9. Shipments for accounts which exceed the credit limit, as determined by Tait, or for accounts with outstanding balances more than thirty days old are subject to credit hold at the discretion of Tait.

6. DELAYS

In the event Tait's performance of work is delayed by acts of the Buyer, Tait shall be entitled to an adjustment for time and expenses resulting therefrom in addition to extension of the time and of performance. Under no circumstances will either party be responsible for delays or lack of performance resulting from events beyond the reasonable control of that party ("See Article 19 - Force Majeure").

7. CANCELLATION

Buyer cancellation of any order without liability will be by written mutual agreement of the parties only. If Buyer unilaterally cancels all or part of any Purchase Order, work on such orders shall be stopped as quickly as is practical upon receipt of written notification of cancellation. Buyer will make payment to Tait in an amount equal to:

- a) For work in process, a percentage of the sales price based on work completed up to the time of cancellation and work is stopped.
- b) For custom work and/or work that includes unique materials that cannot be reasonably used in normal production or sold to other Tait customers in a reasonable period of time, then the cancellation fee may be up to 100% of the order value of the custom work and or materials.
- c) For work completed at the time of cancellation and the Product is standard Tait product and can be sold to other Tait customers in a reasonable period of time, the Tait restocking policy shall apply.
- d) For custom work completed and/or work that includes unique materials that cannot be sold to other Tait customers in a reasonable period of time, than the cancellation fee may be 100%.
- e) Tait will use commercially reasonable efforts to minimize cancellation charges by cancelling orders and by using common industry components in its products when possible.

8. PRODUCT SPECIFICATION AND QUALITY

- 8.1. Tait reserves the right to amend details of the technical specification for the Product in any order to improve the facilities or performance of the Product supplied or to substitute items of equivalent performance where items referred to in a quotation are no longer available.
- 8.2. All specifications, particulars and descriptions set out in catalogues, brochures and similar documents, shipping specifications and particulars of weight and dimension are approximate and being intended for general guidance and shall not be binding. The Buyer accepts responsibility for the Product achieving the Buyer's intended results and for the selection of results obtained from any other Product or software with which the Product supplied is to be used.
- 8.3. Tait reserves the right to discontinue the sale of Product and to change the formula, contents or packaging thereof. Tait shall not incur any liability thereby or any obligation to change or repurchase Product previously sold by Tait to Buyer.

9. INSPECTION AND TESTING

- 9.1. The Product will be submitted to Tait's standard tests before dispatch. If the Buyer wishes to attend these tests it shall inform Tait at the time the Product is ordered. In the event of delay on the Buyer's part in attending beyond seven days from written notice given by Tait that Tait is ready, Tait will proceed with the tests in the Buyer's absence and the tests shall be deemed to have been made in its presence.
- 9.2. Any additional tests of the Product, which may be required by the Buyer, must be agreed separately in writing and these tests may then be the subject of extra charges and allocation of extra time for performance of such tests.

10. RISK AND TITLE

- 10.1. Risk of damage or loss of the Product shall pass to the Buyer upon delivery to the Buyer's nominated carrier.
- 10.2. Title of hardware shall pass once Tait has received full payment for the relevant hardware and all other Product supplied by Tait to the Buyer; however, title to software, and the media on which it is embodied, together with copyright and other intellectual and industrial property rights in the software and in all data and information embodied in the hardware, shall at all times remain with Tait or its licensors. The rights of the Buyer in software not produced by Tait but included in the Product may be subject to the Buyer accepting conditions of sub-license required by the owner of such software.
- 10.3. Until all amounts due to Tait are paid, Tait holds a security interest in the Product for payment of those amounts and the Buyer shall act as a fiduciary of Tait and shall:
 - 10.3.1. Not sell, charge or part with possession of the Product, otherwise than for its full value in the ordinary course of business;
 - 10.3.2. Store the Product in such manner that it is clearly identifiable as Tait property and keep separate records of the Product;
 - 10.3.3. Hold the proceeds of the resale of the Product in trust for Tait, in a separate and identifiable manner.
- 10.4. At Tait's request, the Buyer shall promptly deliver, execute or do (or cause to be executed, delivered or done) any documents, contracts, agreements, deeds or other action that Tait may require from time to time to give effect to this paragraph, including without limitation doing all such things as Tait may require to ensure that the security interest created under this paragraph constitutes a perfected Security Interest over the Product.
- 10.5. The Buyer hereby waives any right to receive a verification statement under the Personal Property Securities Act of 1999 ("PPSA").
- 10.6. Nothing in sections 114(1)(a), 117(1), 133 and 134 of the PPSA shall apply to this Agreement. The Buyer's rights as a debtor in sections 116, 119, 120(2), 121, 125-127, 129 and 132 of the PPSA shall not apply to this Agreement.

11. BUYER'S OBLIGATIONS

- 11.1. The Buyer shall, when required, supply Tait with such information and documents that are reasonably required to enable Tait to proceed with and complete any order of Product without delay or interruption and shall indemnify Tait for

any additional costs or expenses incurred by Tait as a result of delay or interruption caused through a failure of the Buyer to supply all such information and documents in a timely manner.

- 11.2. Subject to the terms of Tait's Support Agreement (if entered into by the Buyer) the Buyer will be responsible for the installation, operation and maintenance of the Product.
- 11.3. From and after installation, the Buyer agrees that it is responsible for primary power source, PABX and PSTN connections or lines, RF (Radio Frequency) coverage performance, the provision of suitable inter-site links, suitable antennae, multiplexing Product, and further installation of the Product at the Sites to which the Product is to be used.

12. WARRANTY

The Tait Limited Warranty is attached hereto as Exhibit A. Warranty repairs shall only be undertaken by an Authorized Tait Service Center unless specifically authorized in writing by Tait. In cases where Tait authorizes the customer to undertake warranty repairs, Tait will replace faulty components free of charge. No reimbursement will be made with respect to labour.

13. LIMITATION OF TAIT LIABILITY (IMPORTANT: PLEASE READ CAREFULLY)

- 13.1. Subject to any express warranties given in writing by Tait, to the maximum extent permitted by law, all terms, warranties or representations, whether statutory or otherwise, and whether express or implied, oral or written, as to the state, merchantability, description, quality, purpose or fitness of the Product are hereby expressly excluded.
- 13.2. The Buyer acknowledges that the Product is not of a kind ordinarily acquired for personal, domestic or household use or consumption and that it will use the Product for business purposes and, accordingly, it is agreed that, to the maximum extent permitted by law, the provisions of Consumer Guarantees Act 1993, or any other relevant consumer protection legislation, do not apply to this Agreement.
- 13.3. The Buyer warrants that it has not relied on any representation made by Tait which has not been stated expressly in this Agreement or upon any catalogues or publicity material produced by Tait and no statement made or agreed and no liability undertaken orally shall be binding upon Tait unless confirmed by Tait in writing.
- 13.4. The goods sold by Tait are not designed, tested, manufactured or intended for operation or use in relation to any (i) on-line control of aircraft, air

traffic, aircraft navigation or aircraft communications; (ii) potentially explosive environments (unless Intrinsically Safe Products are specifically ordered, supplied and used in accordance with the supplied instructions); (iii) design, construction, operation or maintenance of any nuclear facility; or (iv) any tactical military use or medical life support applications.

- 13.5. The Buyer will not use or resell the Product for the purposes listed above. If Buyer (or Buyer's users) uses the Products for any such use, then such use is at Buyer's (or Buyer's user's) own risks, without any recourse against or with respect to Tait, and Buyer shall indemnify and hold Tait and its third party licensors harmless from any claims for loss, cost, damage, expense or liability.
- 13.6. The Buyer acknowledges that any software supplied cannot be tested in every possible permutation and accordingly Tait does not warrant that software supplied will be free of all defects or that its use will be uninterrupted.
- 13.7. Tait will not be liable to the Buyer for any claim for breach of Statute or breach of duty in Tort (including negligence) or for any claim in Equity or in law for any losses or damages, whether general, exemplary, punitive, direct, indirect or consequential (including loss of business, revenue, profits, use, data or other economic advantage) however caused, which may be suffered or incurred by the Buyer or any third person, or which may arise directly or indirectly out of or in respect of this agreement or the Products or by reason of any act or omission on the part of Tait to comply with its obligations under this Agreement even if Tait has been previously advised of the possibility of such damage.
- 13.8. In conjunction with Section 12, and subject only to the express warranties given by Tait, the Buyer's sole remedy against Tait will be limited to liability in contract and only in respect of Product which is within any applicable express Tait warranty period and Tait's sole and total liability for any such claim shall be limited, at the sole option of Tait, to any one or more of the following:
- a) the repayment of the amount paid by Buyer for the Product;
 - b) the replacement of the Product or the supply of equivalent products;
 - c) the repair of the Product;
 - d) the payment of the cost of replacing the Product or of acquiring equivalent Product; or
 - e) the payment of the cost of having the Product repaired.
- 13.9. Notwithstanding anything in this Agreement, to the maximum extent permitted by law, Tait will not be liable for any claim by the Buyer against Tait unless the claim is received in writing by Tait within two months after the date of supply of the relevant Product if there is no applicable express Tait warranty, or within two months after the expiry of the relevant warranty period where there is an applicable express Tait warranty.
- 13.10. Notwithstanding anything herein stated, no employee, agent or director of Tait will be liable to the Buyer for breach of any duty of care in contract, tort, equity or otherwise in relation to the performance of obligations under this Agreement or in relation to the subject matter of this Agreement.
- 14. INTELLECTUAL PROPERTY WARRANTY**
- 14.1. Because of the complexity of manufacturing techniques for electronic components and of the intellectual property rights pertaining thereto, Tait is unable to declare that the Product does not infringe the intellectual property rights of third parties. In the event that a third party makes a claim alleging that the Product infringes such third party's intellectual property rights, Tait undertakes at its option and expense to defend the claim or seek a compromise. If an unfavourable judgement is rendered against Tait, Tait shall, at its sole discretion, take out a license from said third party or shall modify the Product in such way as to avoid infringement or replace the components or software with components or software of equivalent quality, functionality and performance. If such solution shall be impractical for economic and / or technical reasons Tait shall accept the return of the Product and refund to the Buyer the Buyer's net book value for the Product deemed to infringe.
- 14.2. Tait's obligations under this clause shall only apply if the Buyer promptly notifies Tait, permits Tait through its counsel to defend and, if appropriate, settle the claim at Tait's expense, gives Tait all available information, assistance and authority to enable Tait to defend or settle the claim at Tait's expense and has not settled or compromised such claim.
- 14.3. Tait's obligations under this clause shall not apply if Tait has followed a design or instruction furnished or given by the Buyer or the Product has been modified without Tait's approval or used in a manner or for a purpose or in a country not specified by or disclosed to Tait prior to the order being made or the Product has been used in association with software or Product not supplied by Tait.

14.4. Clause 14 states the entire liability of Tait and the exclusive remedies for the Buyer for claims of infringement of third-party intellectual property rights.

15. COPYRIGHT INTELLECTUAL PROPERTY AND CONFIDENTIALITY

15.1. Copyright in all Tait documents (including drawings and software) furnished to the Buyer shall at all times remain vested in Tait or its licensors and neither the documents nor their contents shall be copied, reproduced or used for any purpose other than that for which they are furnished.

15.2. Data and information embodied in such documents, drawings and software or in firmware shall be held in confidence by the Buyer and shall not be disclosed to third parties nor used for any purpose other than operation and maintenance of the Product.

15.3. The Buyer shall take all reasonable measures to protect confidentiality and will not cause or permit anything which may damage or endanger Tait's goodwill, trademarks and intellectual property in the Product.

15.4. The Buyer acknowledges that Tait's intellectual property in the Product is unique and extraordinary and the Buyer hereby agrees that the loss thereof cannot adequately be compensated by damages and that, without limiting Tait's remedies, Tait shall be entitled to injunctive relief to enforce the provisions applicable to this Agreement.

16. SOFTWARE

16.1. Tait hereby grants at no additional charge to the Buyer a limited non-transferable and non-exclusive multi-site license to:

- a) use any software (excluding source code) incorporated into the Product (whether embedded or installed in the Product) solely in conjunction with the Product during the useful life of such Product, as they may be repaired or modified, from time to time.
- b) modify the Software only with the prior approval of Tait, provided that all such modifications shall remain the property of Tait, subject to the provisions of this Agreement.

16.2. The Buyer undertakes throughout the term and after termination of this Agreement to not copy (other than for back-up or purposes authorized by Tait), alter, reverse engineer, modify, enhance, compile, disassemble, license, sub-license, lease, sell, assign or reproduce any software (whether in whole or in part) supplied under this Agreement

and to not write or develop any derivative software or any other software programs based upon the Software.

16.3. Third Party software and software in third party products may be subject to separate terms and restrictions and if so these shall be notified to Buyer in writing or contained in any "box" or "on-screen" license supplied with such third party products (copies available on request), and Buyer shall be obliged to comply with the same.

17. TERRITORIAL RESTRICTIONS

17.1. The Buyer shall not, without the express prior written approval of Tait (which shall not be unreasonably withheld), export or use the Product, or sell or hire it to a person who to his knowledge intends to export or use it, outside the country of intended use as declared to Tait. The Buyer undertakes to comply with United States re-export control restrictions where applicable.

17.2. If export or import restrictions are imposed or export or import licenses are cancelled, withdrawn or not renewed, the Buyer shall pay for all goods and services already delivered at the contract rate and payments already made may be used by Tait in respect of claims or demands made or losses incurred under or in connection with the order.

18. SURVIVAL

The provisions of clause 13 (Limitation of Liability), 15 (Copyright, Intellectual Property and Confidentiality), 16 (Software) and 17 (Territorial Restrictions) shall survive termination of these Terms and extend to all media in which data and information may be stored or displayed.

19. FORCE MAJEURE

Tait shall not be liable for delay in delivery, nor for any failure to perform this agreement, or for loss or damage to the Products directly or indirectly caused by any act of God, fire, theft, riot, war, embargo, natural disaster, adverse weather, industry-wide disruptions to the supply or distributions chain, failure of third party suppliers to deliver parts and components, an action of any government or any other occurrence (whether or not of a similar nature to those specified) beyond Tait's reasonable control. Tait agrees to make and Buyer agrees to accept delivery whenever such causes of delay have been remedied making delivery possible.

20. DEFAULT AND TERMINATION

If the Buyer breaks any provision of this or any other contract with Tait, (and such breach is not remedied within thirty days of notice of the breach by Tait to the Buyer) or suffers distress or execution on the Product, declares bankruptcy,

makes arrangements with creditors or goes into liquidation or receivership (except for amalgamation or reconstruction), ceases or threatens to cease trading, Tait may (without affecting any other claim or remedy) suspend performance or terminate this or any other contract between Tait and the Buyer by providing written notice to the Buyer and shall be entitled to be paid for goods already delivered, and work-in-progress (including software generated but not supplied), as established in Clause 7 (Cancellation) above.

21. INTRINSICALLY SAFE PRODUCTS SALES

If the contract is for the purchase of Intrinsically Safe (IS) Products (both IS radios and IS accessories) the following terms shall apply:

- a) Tait Intrinsically Safe portable radios are certified to the standards and ratings specified in the relevant IS Certificate as held by the Certification Body.
- b) The Buyer confirms that the IS rating of the ordered IS Product is appropriate for the conditions of use required by the Buyer or end user as applicable. The Buyer further confirms that the functional requirements for the IS Products have been agreed with Tait and are as set out in the specification, statement of work or other agreed requirements document. Where no specification, statement of work or agreed requirements are specified then the Buyer acknowledges that the standard Tait product specification applies.
- c) It is a condition of use of a Tait IS radio that the radio is only used with compatible IS accessories. Compatible IS accessories must (i) comply with Tait interface entity parameters; and (ii) be certified to the applicable IS rating. An IS Product must be serviced in accordance with Tait repair policy and at Tait authorized facilities in order to maintain its IS rating.
- d) Tait shall not be held liable for any loss or damage resulting from the incorrect use or servicing of IS Products.
- e) If the Buyer is acquiring the IS Product under this contract for resale and is not the end user, the Buyer shall maintain accurate records of all Tait IS product sales made including product serial numbers and end user details for ten years. In the event that Tait identifies a safety critical defect the Buyer shall make such information available to Tait immediately upon request. In the event that Buyer ceases to conduct business it shall provide copies of its records relating to IS products sales to Tait.

22. GOVERNING LAW

- 22.1. These Terms shall be governed by New Zealand Law and subject to the exclusive jurisdiction of the New Zealand Courts. Tait may, at its sole discretion, enforce this agreement in the Buyer's jurisdiction or in any other jurisdiction the Buyer breaches these terms and conditions in and, in either such case, Tait may elect to enforce this agreement in accordance with the law of that jurisdiction. Notwithstanding the foregoing, the parties shall attempt to resolve in good faith any disputes arising between them and shall give due consideration to the use of mediation or alternative dispute resolution techniques and reference to independent experts prior to the issue of court proceedings.

23. MISCELLANEOUS PROVISIONS

- 23.1. Severability. In the event that any part or parts of this Agreement shall be held illegal or null and void by any Court or administrative body of competent jurisdiction, such determination shall not affect the remaining parts of this Agreement, which shall remain in full force and effect as if such part or parts held to be illegal or void had not been included in this Agreement. The parties will work together to negotiate a new language or conditions to replace said void or null part(s) that convey the spirit of the negotiations carried between them.
- 23.2. No waiver by Tait, whether expressed or implied, of any provision of these terms and conditions or of any breach or default thereof by the Buyer shall constitute a continuing waiver of such provision or waiver of any term nor shall acceptance of payments by Tait be deemed a waiver of any breach by the Buyer.
- 23.3. Nothing herein contained shall be construed to constitute the parties hereto as partners or joint ventures or the agent of the other Party in any sense of these terms whatsoever, and no Party

may act for or bind another Party in any dealings with a third party. BUYER SHALL BE DEEMED AN INDEPENDENT PARTY AT ALL TIMES AND SHALL HAVE NO EXPRESS OR IMPLIED RIGHT OR AUTHORITY TO ASSUME OR CREATE ANY OBLIGATION ON BEHALF OF TAIT. Buyer shall be solely responsible for its acts, conduct and expenses and for the acts, conduct and expenses of its employees and agents.

23.4. Buyer may not assign, transfer or sell all or any of its rights under this Contract without the advance written consent of Tait, which may be granted or withheld at Tait's sole discretion.

24. DEFINED TERMS

24.1. Capitalized Terms used in these Terms and Conditions shall have the meanings assigned to them in this clause.

- "Buyer" means the undersigned Buyer, or business partner, sales channel, dealer or reseller.
- "Certification Body" means an independent third party test laboratory that is accredited by a nationally recognized accrediting body to perform certifications and inspections under ISO-IEC Guide 65, and ISO-IEC Standard 17020.
- "Order" means a purchase order: (i) issued by the Buyer to Tait for the purchase of Products; (ii) the terms and conditions of which will be the Tait Standard Terms (unless otherwise agreed in writing between the Parties); and (iii) which will form a binding and enforceable contract between the Reseller and Tait, once the order is accepted by Tait in accordance with this Agreement.
- "Product" (or Products) means any product, equipment, services or software quoted or sold by Tait to the Buyer.
- "Purchase Order" means the purchase order between Buyer and Tait for the purchase and sale of Products, to which these Terms and Conditions are attached or are incorporated by reference.
- "Quote" means a written quote issued by Tait for the sale of Product to Buyer.
- "Tait" means TAIT COMMUNICATIONS (LA) LIMITED and, where appropriate, any other Tait related party.
- "Terms and Conditions" mean these terms and conditions of sale.