



STANDARD TERMS AND CONDITIONS

ACCULOGIC INC. (ACCULOGIC), EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS STATED ON ALL PAGES OF THIS PURCHASE ORDER AND ANY ATTACHMENTS.

AGREEMENT DOCUMENTS	This purchase order (Agreement) and any attachments are the complete agreement DOCUMENTS between Acculogic and Seller. No other document, including Seller's proposal, quotation, and acknowledgement forms, shall be part of this Agreement, even if referred to, unless specifically agreed to by Acculogic in writing. No right that Acculogic has regarding this Agreement may be waived or modified except by Acculogic in writing.
PRICE	If price is not stated on this Agreement, Seller shall invoice at lowest prevailing market price.
TAXES	Seller shall pay all sales and use taxes unless otherwise agreed in writing.
TERMS OF PAYMENT	Terms of payment and discount arrangements agreed upon must appear in this Agreement. Calculations shall be from the date Acculogic receives an acceptable invoice.
PACKAGES	Packages must bear Acculogic's order number and show quantity or gross and net weights. No charges for packaging will be allowed by Acculogic unless otherwise agreed in writing. Packing slip must be enclosed.
TRANSPORTATION	ROUTING - As indicated in transportation routing guidelines on face of this Agreement. F.O.B. - Unless otherwise specified, ship collect, F.O.B. origin. PREPAID TRANSPORTATION (when specified) - Charges must be supported by a paid freight bill or equivalent. CARTAGE) no charge allowed PREMIUM TRANSPORTATION) unless authorized INSURANCE) by Acculogic CONSOLIDATION - Unless otherwise instructed, consolidate all daily shipments to one destination on one bill of lading.
LATE SHIPMENT	If Seller fails to ship on time, Acculogic may purchase elsewhere and may, unless Seller's delay was due to unforeseeable causes beyond its control and without its negligence, charge Seller with all losses incurred.
INSPECTION OF GOODS	Acculogic may inspect the goods within a reasonable time after delivery. Seller shall be Responsible for all charges paid by Acculogic for the delivery to Acculogic of goods found by Acculogic to be nonconforming. Acculogic may return such nonconforming goods to Seller at Seller's risk and expense. Payment shall not constitute an acceptance nor impair Acculogic's right to inspect or any of its remedies.
PARTS PROVIDED BY ACCULOGIC	If Acculogic provides parts for use by Seller to perform work under this Agreement, Seller shall use such parts solely for that purpose.
TOOLS	Seller shall repair and renew all tools at its own expense unless otherwise agreed. Seller shall use Acculogic-owned tools only for work performed for Acculogic.



CONFLICT MATERIALS

Seller will disclose whether Goods contain any conflict minerals as defined under Section 1502 of the U.S. Dodd-Frank Act and its implementing regulations (collectively the "Conflict Minerals Law") that are necessary to the production or functionality of the Goods ("Conflict Minerals"). If Goods contain any Conflict Minerals Seller must: (i) assure that those Conflict Minerals are "DRC conflict-free" as defined in the Conflict Minerals Law; (ii) provide on request information on Conflict Mineral smelters in the relevant supply chains including whether those smelters are DRC conflict-free; (iii) provide on request such other information as Acculogic may reasonably require to determine the DRC conflict-free status of Conflict Minerals used in Goods; (iv) adopt policies and management systems consistent with Acculogic's Conflict Minerals Policy located at <http://acculogic.com/acculogics-conflict-minerals-policy/>; and (v) require its suppliers to adopt similar policies and systems.

SUBCONTRACTING

Seller shall not subcontract the work to be performed under this Agreement without Acculogic's consent in writing, but Seller may purchase goods it normally purchases to perform the work.

PUBLICITY

Seller shall not, without first obtaining Acculogic's consent in writing, advertise or otherwise disclose the fact that Seller has furnished or agreed to furnish goods or services to Acculogic under this Agreement.

CONFIDENTIAL INFORMATION

Seller shall not at any time, even after the expiration or termination of this Agreement, use or disclose to any person for any purpose other than to perform this Agreement, any information it receives from Acculogic in connection with this Agreement, except information that is or becomes publicly available, without breach of this Agreement, or is rightfully received by Seller from a third party. Upon request by Acculogic, Seller shall return to Acculogic all documentation and other material containing such information.

Without Acculogic's prior consent, Seller shall not disclose or re-export any information it receives from Acculogic in connection with this Agreement, or any product of such information, to any person or location outside the country in which Seller is located.

Seller shall not disclose to Acculogic any information that it deems to be confidential, and it is understood that no information received by Acculogic including manuals, drawings and documents, will be of a confidential nature or restrict, in any manner, the use or disclosure of such information by Acculogic. Seller agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of Acculogic.

PATENTS AND COPYRIGHTS

Seller shall settle or defend, at its expense, and pay all finally awarded costs, fines, legal fees and damages, (including royalties for semi-conductor chip products) resulting from all proceedings or claims against Acculogic, its subsidiaries and affiliates and their respective customers, for infringement by the goods or services furnished under this Agreement, or by any use thereof, of patents (including utility models and registered designs), copyrights, and protection provided for semi-conductor chip products (or similar intellectual property rights), now or hereafter existing in Canada, the United States and any other country where Seller, its subsidiaries or affiliates have furnished or furnish similar goods or services. Seller shall notify Acculogic if Seller is or becomes aware of any right of, or protection accorded to, a third party as set forth above that might affect Seller's ability to provide goods or services under this Agreement or limit Acculogic's freedom to use such goods or services or sell such goods anywhere in the world. Acculogic shall provide notice to Seller of any such proceeding or claim of which it becomes aware. Acculogic may actively participate in any such proceedings at its own expense. Seller shall have no liability for the combination of the goods or services furnished hereunder with apparatus not provided or proposed by Seller, or for required compliance by Seller with written specifications furnished by Acculogic if such infringement cannot be avoided by the Seller in complying with such specifications. This provision states the entire rights and obligations of Seller and Acculogic regarding infringement and shall survive expiration or termination of this Agreement.



GIFTS

Seller shall not make or offer a gratuity or gift of any kind to Acculogic employees or their families that could be viewed as relating to an actual or potential business relationship with Acculogic. Gifts include entertainment, personal services, favours, discounts and other preferential treatment of any kind. Acculogic will interpret any such action as an improper attempt to influence Acculogic employees, which will jeopardize Acculogic's business relationship with Seller.

APPLICABLE LAW

Ontario law shall govern this Agreement.

COMPLIANCE WITH LAWS AND REGULATIONS

Seller shall at all times comply with all applicable Federal, Provincial and Local laws, rules and regulations.

WORKERS' COMPENSATION, LIABILITY INSURANCE

If Seller does not have Workers'/Workmen's Compensation or Employers' Liability EMPLOYERS' Insurance, Seller shall indemnify Acculogic against all damages sustained by Acculogic resulting from Seller's failure to have such insurance.