

SCHEDULE A - TERMS AND CONDITIONS

1. **THIS AGREEMENT** (this "**Agreement**") is made between the Buyer and Open Storage Solutions, Inc. (the "**Seller**"), effective as at the date of execution by the Seller, and applies to all products sold from time to time by the Seller to the Buyer (the "**Products**").
 2. **Ordering:** (a) All orders must be submitted to the Seller based on the Seller's form of quotation; (b) all orders shall be subject to acceptance or rejection by the Seller; and (c) the Seller reserves the right to cancel any of the Buyer's orders if the Buyer has failed to make payment on its account with the Seller.
 3. **Cancellation of Orders:** Orders accepted by the Seller are subject to cancellation upon written notice by the Buyer only with the consent of the Seller and upon payment of reasonable cancellation charges which shall take into account expenses already incurred and commitments made by the Seller and any loss of profit.
 4. **Delivery:** Possession of all Products shall be deemed to pass to the Buyer upon delivery to the carrier at point of shipment, the Buyer to assume all risks of loss and responsibility for obtaining and paying for insurance and negotiating with the carrier or insurer or both in the event of misdelivery, loss or damage, regardless of the fact that insurance may have been secured by the Seller at the Buyer's request. The Buyer shall notify the Seller in writing relative to any shortages within 10 days from receipt of shipment. The Seller will not consider any claims made after that period. The Seller shall not be liable for delays in delivery or other claims, liabilities or losses due to causes beyond its reasonable control, such as acts of God, acts or omissions of civil or military authority, priorities, fire, strikes, floods, epidemics, quarantine, riots, war, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labour, materials, or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay. The Seller shall have the right to cancel any order placed, or to refuse, or to delay the shipment thereof, for failure of the Buyer to make promptly payments due the Seller, or any other reasonable requirements established by the Seller, or for any acts or omissions of the Buyer which delays the Seller's performance.
 5. **Packaging:** Unless otherwise specified by the Buyer or the Seller, Products shall be shipped in standard commercial packaging. When special military, or export packaging is required, or, in the opinion of the Seller, required under the circumstances, the cost of the same, if not set forth, will be separately invoiced to and be paid by the Buyer.
 6. **Title:** Title to the ownership of all the Products shall remain with the Seller at the Buyer's risk until all amounts due to the Seller from the Buyer from time to time are paid in full and all terms of this Agreement are performed, at which time absolute title shall pass to the Buyer. The Buyer hereby grants to the Seller a security interest in all Products as security for the performance of the Buyer's obligations under this Agreement.
 7. **Registration:** The Seller may register a financing statement or statements against the Buyer in order to protect the Seller's interest in the Products. The Buyer waives, where permitted to do so by law, the Buyer's right to receive a copy of any financing statement or other statement registered against the Buyer or a copy of any statement produced upon registration of any financing statement or other statement confirming such registration.
 8. **Warranty:** The Seller warrants Products of its manufacture to be free from defects in workmanship and material (except in those cases where the materials are supplied by the Buyer) under normal and proper use and service for a period of one year after date of shipment by the Seller. Some Products may have extended warranty terms, which are noted on the invoice for such Products. The Seller agrees to repair or replace at the place of manufacture, without charge, all parts of said Products which are returned for inspection to the Seller's factory within the applicable warranty period, provided such inspection discloses to the satisfaction of the Seller that the defects are as above specified and provided also that the Products have not been altered or repaired other than with the Seller's authorization by the Seller's approved procedures, and have not been subjected to misuse, improper maintenance, negligence, or accident, damaged by excessive current or otherwise, had the serial number or seal or any part thereof altered, defaced or removed. Equipment of non-Seller manufacture not incorporated into the Seller's equipment at the Seller's factory shall be and is hereby excluded from the provisions of this warranty and is subject to the terms and conditions of the manufacturer's warranty. This warrant is in lieu of all other warranties, expressed or implied, including those of merchantability or fitness for purpose.
 9. **Limitation:** Notwithstanding anything to the contrary contained herein, the Seller shall not, under any circumstances, be liable to the Buyer for any consequential, incidental, special or indirect damages arising out of the sale or use of the Products. The liability of the Seller under this Agreement shall be limited to the replacement of any defective Products, or at the option of the Seller, to the sale price of such Product.
 10. **Credit Application:** Any approval by the Seller of the Buyer's credit application, if any, shall not be effective unless executed and delivered by the Seller in writing within sixty (60) days of receipt of the credit application by the Seller. The Seller may deliver its approval by mail, e-mail, or facsimile. The credit limit of the Buyer's account will be determined by the Seller at its sole discretion.
 11. **Payment:** Unless stated otherwise in this Agreement, terms of payment shall be NET 30 days from date of shipment. The Seller may at any time, when in its opinion, the financial condition of the Buyer warrants, either alter or suspend credit and delay delivery until such time as the revised terms are met. Pro rata payments are due from the Buyer as shipments are made by the Seller. If the work to be performed hereunder is delayed by the Buyer, payments shall be made based on the purchase price and the percentage of completion.
 12. **Sales or Similar Taxes:** Prices for Products do not include applicable federal, provincial or local taxes, now or hereafter enacted, which tax or taxes will be added by the Seller to the sales prices where the Seller has the legal obligation to collect same, and will be paid by the Buyer unless the Buyer provides the Seller with a proper tax-exemption certificate.
 13. **Duties:** On sales to points outside the United States or Canada, all export duties, licenses, and fees which the Seller is required to pay will be payable by the Buyer in addition to the prices quoted by the Seller.
 14. **Patents:** The Seller agrees to defend the Buyer, at the Seller's cost and expense, in any suit or proceeding in connection with any allegation (other than an allegation based on a combination of the Seller's Products with other equipment and the Buyer hereby indemnifies the Seller against any liability based on a claim of contributory infringement arising from such combination) that the Products infringe any United States or Canadian patent owned by others, provided, however, that the Seller is promptly notified in writing of any claim of infringement and furnished with all papers received in connection therewith and provided, further, that the Seller shall have sole direction and control of any negotiations or of any suit which may be brought and, unless prevented by permanent injunction based on an alleged infringement, the Seller shall have the right to substitute for the infringing Products other equally suitable equipment, or at the Seller's option obtain for the Buyer the right to continue the use of such Products. The foregoing states the entire liability of the Seller for patent infringement by sold Products or any part thereof. If any Products shall be manufactured or sold by the Seller to meet the Buyer's particular specifications, the Seller shall have no liability under this provision, and the Buyer agrees to defend, protect and save harmless the Seller against all suits at law or in equity and from and against all expenses, loss, liability, damage, claims, and demands for actual or infringement because of the manufacturer or sale of such Products.
 15. **Relationship Between Parties:** This Agreement does not in any way create an employer/employee relationship, partnership or agency between the Seller and the Buyer or the Buyer's employees or both.
 16. **Enurement:** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns, but it is personal to the Buyer who may not assign the whole or any part of this Agreement without the Seller's prior written consent.
 17. **Entire Agreement:** This Agreement, when signed by both parties, and subject to the Seller's approval of the Buyer's credit, is a legally binding contract. This Agreement expresses the entire understanding of the parties with reference to the subject matter hereof, and no agreement modifying or supplementing the terms of this Agreement shall be valid unless in writing and signed by the parties.
 18. **Laws:** The Buyer will assume complete responsibility for compliance with local laws and ordinances, obtaining all permits, licenses, authorizations or certificates required by any regulatory body for the installation or use of the Products. In no event will the Seller act as the Buyer's representative or agent in these matters.
 19. **Government:** If this Agreement indicates that it is a government contract or a government subcontract, it is subject to all applicable government laws and regulations, including those attached hereto. Certain goods shipped under United States export licenses are subject to the restrictions of the United States Export Administration Act and may not be re-exported to certain persons or countries.
 20. **Governing Law:** This Agreement shall be construed in accordance with the laws of the Province in which payment under which this Agreement is to be received by the Seller and the laws of Canada applicable therein.
 21. **Severability:** The invalidity or unenforceability of any covenant or provision of this Agreement shall not affect the validity or enforceability of any other covenant or provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable covenant or provision were omitted.
 22. **Time is of Essence:** Time shall be of the essence of this Agreement.
 23. **Counterparts:** This Agreement may be executed in separate counterparts and by facsimile, each of which counterparts when so executed and delivered shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.
- IN WITNESS WHEREOF the parties have executed the form to which these terms and conditions are attached, effective as of the day and year first above written next to the execution by the Seller.