



HARRIS CANADA SYSTEMS, INC. STANDARD CONDITIONS OF SALE

The following Standard Conditions of Sale will apply to any order accepted by Harris Canada Systems, Inc. ("Harris"). No other purchase order or other document will apply unless expressly accepted in writing by an authorized officer of Harris.

WARRANTY

Harris Products: Harris warrants to Purchaser that products furnished by Harris and manufactured by Harris or an affiliated company of the Harris Group will be free from defects in material, workmanship, and title, and will conform to their specifications published at the time of sale to Purchaser. Rechargeable batteries are excluded from this warranty but are warranted under a separate Rechargeable Battery Warranty (ECR-7081).

Other Products: With respect to any products not manufactured by Harris (except for integral parts of Harris' products to which the warranties set forth above will apply), Harris gives no warranty. Only the warranty, if any, given by the manufacturer will apply.

Service: Harris warrants that any software will perform substantially in accordance with its published specifications or written HARRIS materials which accompany it.

Period: Harris' warranty obligations will apply to failures to meet the above warranties (except as to title) occurring within the following periods of time from date of delivery to Purchaser:

1. for fuses and non-rechargeable batteries, operable on arrival only.
2. for service parts, ninety (90) days.
3. for mobile and portable radios ("Subscriber Units"), twenty-four (24) months.
4. for Unity® model Subscriber Units, thirty-six (36) months.
5. for radio accessories, one (1) year.
6. for all other equipment of Seller's manufacture, one (1) year.

Notice: These warranties are conditional upon Purchaser's giving written notice to HARRIS no more than thirty days after the failure.

Remedies: During the Warranty Period, if Hardware fails to meet the foregoing warranties, Seller shall, at its option, correct the failure by: (1) repairing defective or damaged parts or Hardware, or (2) making available any necessary

repaired or replacement parts, or (3) by providing new or refurbished parts or new or refurbished equipment. Seller will be responsible for shipping charges incurred in returning repaired parts, replacement parts, or equipment to Buyer. All warranty work must be conducted during normal business hours at Seller's place of business. Any repaired or replacement parts or Hardware furnished hereunder shall be warranted for the remaining unexpired portion of the original Warranty Period of that part or Hardware. The original Warranty Period shall not be extended. Where such failure cannot be corrected by Seller's commercially reasonable efforts, Seller will refund to Buyer the fees paid for the parts or Hardware less depreciation.

Warranty disclaimers: Harris' warranty obligations will not apply to any products, parts or software which (i) have been modified or otherwise altered other than pursuant to Harris' written instructions or written approval or, (ii) are normally consumed in operation or, (iii) have a normal life inherently shorter than the specified warranty periods, or (iv) have not been properly stored, installed, used, maintained or repaired, or (v) have been subjected to any other kind of misuse or detrimental exposure, or (vi) have been involved in an accident, or (vii) have been damaged due to their use with non-Harris approved products.

Sole Remedies: The preceding paragraphs set forth the exclusive remedies for claims (except as to title) based upon defects in or nonconformity of the products, services, or software, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise and however instituted. Upon the expiration of the warranty period, all such liability will terminate. These warranties are exclusive and in lieu of all other warranties and conditions, whether oral, written, expressed, implied or statutory. No implied or statutory warranties or conditions of merchantability or fitness for particular purpose will apply.

PATENTS

Patent Warranty: Harris warrants that its products will be delivered free of a rightful claim of any third party for infringement of any Canadian patent. If notified promptly in writing and given authority, information and assistance,

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Harris at its expense will defend, or may settle, any suit or proceeding against Purchaser so far as it is based on a claimed infringement which breaches this warranty. If any such products are held by a court of competent jurisdiction to constitute such an infringement and the use of the products is enjoined, Harris will, at its expense and option, either (i) procure for Purchaser the right to continue using the products, (ii) replace them with non-infringing products, (iii) modify them so they become non-infringing, or (iv) remove them and refund the purchase price (less reasonable depreciation for use and any transportation costs separately paid by Purchaser). The foregoing states the entire liability of Harris for patent infringement by the products.

Disclaimer: The patent warranty in the preceding paragraph will not apply to any products or parts manufactured to Purchaser's design, or to the use of any products or parts furnished in conjunction with any other products in a combination not furnished by Harris as a part of this transaction. As to any such products, parts, use or combination, Harris assumes no liability whatsoever for patent infringement.

SOFTWARE

License: Purchaser will have a non-exclusive license to use the software on the unit on which it is first installed. No other use is permitted. The source code for software is not included unless specifically listed as an item in Harris' specification.

Documentation: Software and hardware documentation which is copyrighted by HARRIS will not be copied in whole or in part. Additional copies may be obtained from HARRIS at its standard charges in effect at the time.

Third-party Software: If third-party licensed software is provided, Purchaser will complete any sublicense specified by the software licensor and provided by Harris.

Other license: If a separate software license agreement is required by HARRIS, Purchaser will execute the software license agreement on or before installation. The separate software license agreement will supersede the relevant portions of these standard terms and conditions of sale to the extent they are inconsistent with such license.

LIMITATIONS OF LIABILITY

Limit: The total liability of Harris arising out of, in connection with or resulting from the performance or non-performance of any agreement, or from the manufacture, sale, delivery, resale, repair, replacement or use of any product or the furnishing of any service, will not exceed the price allocable to the product or service which gives rise to the claim. Except as to title, any such liability will

terminate upon the expiration of the applicable warranty period specified in the Article entitled "WARRANTY".

Consequential damages: In no event will Harris be liable for any special, consequential, incidental, indirect or exemplary damages, including, but not limited to, loss of profit or revenue, loss of use of the product or any associated equipment, cost of capital, cost of substitute goods, facilities, services or replacement communications, downtime costs, loss of business information or claims of Purchaser's customers for such damages.

Applicable to all claims: These limitations of liability will apply (i) to all claims, whether in contract, warranty, tort, (including negligence), patent infringement, strict liability or otherwise and (ii) to the benefit of HARRIS, its subcontractors, and suppliers. If Purchaser transfers title to, or leases the products or permits their use by, third parties, Purchaser will first obtain from such third party a provision affording HARRIS and its subcontractors and suppliers the protection of these limitations of liability.

EXCUSABLE DELAYS

Harris will not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform due to (i) causes beyond its reasonable control, or (ii) acts of God, acts of Purchaser, acts of civil or military authority, governmental priorities, strikes or other labour disturbances, floods, epidemics, war, riot, delays in transportation or component shortages, or (iii) inability on account of causes beyond the reasonable control of Harris or its suppliers to obtain necessary materials, components, services or facilities. In the event of any such delay, the date of delivery or performance will be extended for a period equal to the time lost by reason of the delay.

DELIVERY

Shipping dates are approximate and are based upon prompt receipt of all necessary information. Unless otherwise specified by Harris, delivery will be made F.O.B. point of shipment to Purchaser. Risk of loss or damage passes to Purchaser upon delivery to the carrier. Title, however, will be retained by Harris until the products are paid in full.

TERMS

Unless otherwise stated by Harris, products will be billed and payable upon shipment. Installation, if any, will be billed and payable upon completion. If manufacture or shipment is delayed by Purchaser, payment, based on the Contract price and the percentage of completion, will become immediately due. Products held for Purchaser will be at its risk and expense. Interest at the rate of

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18%/year, compounded monthly, will accrue on amounts paid more than one month after they become due. If, after default, this contract is placed with an attorney for collection, Purchaser will pay Harris' reasonable attorney's fees.

SECURITY

Purchaser grants Harris a security interest (or its equivalent under applicable legislation) in the products until they are paid in full. Purchaser will perform all acts necessary to permit the perfection and maintenance of such security interest. Harris may withhold shipment of future orders if (i) payment for any of Purchaser's previous orders is overdue, or (ii) Purchaser has exceeded its approved credit limit.

TAXES

In addition to the price quoted by Harris (or agreed in writing), Purchaser will pay any present or future sales, goods and services, excise, value-added, or other similar taxes resulting from Harris' supply of any products or services, unless Purchaser furnishes HARRIS with a tax-exemption certificate acceptable to the taxing authorities.

CONFIDENTIALITY

Purchaser will protect any confidential information regarding Harris products and pricing and the terms and conditions of their sale.

GENERAL

Permits: Purchaser is solely responsible for obtaining and complying with any necessary permits and licenses

from any Federal, provincial, or local governmental authority, related to the purchase, installation, erection, and operation of any Harris products.

Assignment: Any delegation or assignment by Purchaser of its duties or rights must have Harris' prior written consent.

Severability: The invalidity, in whole or in part, of any Article or paragraph will not affect the validity of the remainder of such Article or paragraph.

Headings: Headings are for convenience only.

Ontario Law: These standard terms and conditions of sale and any attachments will be governed by the internal substantive law in effect in the Province of Ontario.

Sole Agreement: These standard terms and conditions of sale and any attachments will be the sole terms and conditions applicable to any supply by HARRIS to Purchaser. Unless expressly accepted in writing by an executive officer of HARRIS, HARRIS will not be bound by (i) conditions in any document emanating from Purchaser, (ii) representations, understandings, or trade usage not expressly set forth in writing by HARRIS, or (iii) amendments, waivers, or other changes in the parties' respective obligations.

Language: The parties confirm that they have required that these standard terms and conditions and related documents be drafted in English. Les parties confirment qu'elles ont exigé que ces conditions de vente et les documents qui s'y rattachent soient rédigés en anglais.

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