

1. Scope.

1.1. These General Terms and Conditions (these "Terms") are applicable to all customers (the "Customers" and each, individually, a "Customer") of TÜV Rheinland Canada Inc. ("TRC") who have entered into an agreement with TRC or through TRC with any of TRC's affiliated companies (the "TRC Affiliates") for any of the services (the "Services") indicated on the Service Agreement (the "Service Agreement") or otherwise outlined on a statement of work ("SOW") or quotation ("Quote") submitted by TRC or TRC Affiliates to Customer.

1.2. No terms and conditions of Customer shall at any time form a part of the content of any contract between Customer and TRC or the TRC Affiliates, unless expressly agreed to in writing by TRC even if they are not further expressly rejected by TRC or the TRC Affiliates.

2. Offer and Acceptance.

2.1. Customer's acceptance of the terms set forth in the Service Agreement, SOW or Quote is expressly conditioned upon Customer's assent to all the terms and conditions set forth therein and in these Terms. Customer shall accept the Service Agreement, SOW or Quote by signing a copy of the Service Agreement SOW or Quote or by accepting the Services. No Service Agreement, SOW, or Quote is binding upon TRC or the TRC Affiliates until it is fully executed by Customer and it is accepted by TRC in writing.

2.2. All Services performed by TRC and the TRC Affiliates pursuant to the Service Agreement and any SOW or Quote issued by TRC or the TRC Affiliates pursuant to the Service Agreement shall be governed by the Service Agreement and these Terms.

2.3. Notwithstanding any prior acceptance of a Service Agreement by TRC, TRC shall have no obligation to provide services if Customer is in breach of any of its obligations hereunder, or any other agreement between Customer and TRC or any TRC Affiliates, at the time such services were scheduled to be provided.

3. Scope of Services

3.1. The scope of the Services and the nature of the report, if any, shall be governed by the Service Agreement, SOW or Quote for the specific Services required, as evidenced by a written instrument executed by both parties and, if appropriate any additional parties, such as TRC Affiliates, and by the relevant testing and/or certification standards, if applicable.

3.2. The agreed Services shall be performed in compliance with the regulations in force at the time the contract is entered into.

3.3. Furthermore, TRC is entitled to determine (in its sole discretion) the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.

3.4. On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based; in particular, no responsibility shall be assumed for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations unless these questions are expressly covered by the contract.

3.5. In the case of inspection work, TRC shall not be responsible for the accuracy or checking of the safety programs or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

4. Delivery Deadlines.

Time of performance and deadlines shall be agreed upon between Customer and TRC and shall be set forth in the Service Agreement, SOW, Quote or other documentation specifying the Services to be delivered. Agreed upon delivery times and deadlines shall be

based on estimates of the extent of the Services required and according to particulars and information supplied by Customer. Delivery times and deadlines shall be binding only on request by Customer and confirmation in writing by TRC or the TRC Affiliates. Notwithstanding the foregoing, TRC and the TRC Affiliates reserve the right to change the date for completion of Services and, if it does so, it will notify Customer.

5. Customer Cooperation.

5.1. Customer agrees that all cooperation required of Customer, Customer's agents, employees or any third party in connection with the Services, as such may be specified in the Service Agreement, SOW, Quote or other underlying documentation for the Services, shall be provided in a timely manner and at no cost to TRC or the TRC Affiliates.

5.2. All documentation and materials, supplies, auxiliary staff, etc., necessary and reasonably required for the performance of the Services shall be made available to TRC free of charge. In cooperating with TRC or the TRC Affiliates, Customer shall comply with all legal requirements and industry safety regulations and standards.

5.3. Customer shall bear any additional cost incurred as a result of Services having to be redone or delays resulting from untimely, incorrect or incomplete information or lack of proper cooperation. Notwithstanding that a fixed or maximum price for the Services has been agreed upon between the parties, TRC or the TRC Affiliates shall be entitled to charge additional fees to offset additional expenses incurred as a result of such lack of proper Customer cooperation.

6. Payment Conditions and Fees.

6.1. Unless otherwise agreed to in writing in the Service Agreement, the SOW or the Quote, fees charged by TRC shall be calculated in accordance with the then current rates in effect at the time of TRC's acceptance of the Service Agreement. A rate schedule or quotation will be provided to Customer upon request. Customer agrees that its obligations with respect to the payment of fees exists independently from the results of the investigation and are not dependent on whether or not a certification is issued to Customer. Invoices are only payable in the legal tender of the invoice.

6.2. Unless otherwise agreed to by the parties in writing, invoices will be issued regularly. In case of Services that are rendered under flat-fee arrangements, no detailed statement of services shall be provided. All invoice amounts shall be due for payment without deduction thirty (30) days after issuance of the invoice. A service charge of 1.5% per month or the highest rate permitted by law will be added to those accounts not paid within thirty (30) days of invoice date. If collection procedures are required, Customer will pay for all reasonable expenses including court and attorneys' fees. The accrual or receipt by TRC of interest under this subsection shall not constitute a waiver by TRC of any right it may have to declare Customer in default under its agreement or to terminate its agreement to perform Services.

6.3. Payments shall be made to the bank account of TRC as indicated on the invoice, stating the invoice and client numbers. Objections to any invoice shall be submitted in writing within two (2) weeks from receipt of the invoice. If Customer cancels a project fewer than ten (10) business days prior to commencement of Services, TRC is entitled to a cancellation fee of ten percent (10%) of the quoted price. No extension to payment terms or other settlements of debt shall be allowed without specific authorization by the CEO or CFO of TRC. If Customer fails to pay any amount due, TRC may, without notice to Customer, suspend all Services. Furthermore, TRC shall be entitled to withdraw the certificate and claim damages for non-performance.

6.4. Fees for services rendered hereunder do not include any relevant value added tax ("VAT"), sales, excise or similar taxes, which are payable by Customer, where required.

6.5. Fees for obtaining certifications, including participation in the certification system, as well as fees for licenses and storage are billed in the form of

"points." Point rates will be provided to Customer upon request.

6.6. Annual certification maintenance fees will be charged to Customer if and/or when Customer holds certifications, based on the number of products and types of certifications. Annual maintenance fees are charged and invoiced separately from other fees.

6.7. Services rendered outside normal working hours at the request of Customer and Services required to be rendered at short notice, (e.g. within a period of time that is considerably shorter than the period initially agreed upon), may be subject to surcharges listed in TRC's rate schedule.

6.8. Travel fees, expenses and "material and additional costs" are charged separately, unless such fees, expenses and/or costs were included in a Quote. "Material and additional costs" consist of external costs (including, for example, subcontractor costs) associated with the Services, costs incurred for the use of special laboratories or special measuring equipment and miscellaneous costs (e.g. photographic work, disposal of test samples (hazardous waste), packaging, shipping and customs duties). A ten percent (10%) flat rate for administrative expenses will be added to such material and additional costs. Travel expenses incurred in connection with Services will be charged at cost or on a pro-rata basis as a flat rate, plus a ten percent (10%) flat rate for administrative expenses. Travel expenses include a per diem allowance, overnight allowance, transportation expenses (plane/rail ticket or the applicable standard mileage rate as published by the U. S. Internal Revenue Service for travel by car in effect at the time services are rendered) and any other costs incurred. In addition, travel time of TRC employees shall be charged on the basis of the hourly rates of the TRC employees engaged in the performance of the Services.

6.9. Outstanding customer credit balances remaining with TRC longer than two (2) years will be considered an administrative fee and will become the property of TRC.

6.10. TRC may suspend credit extended towards Customer's accounts in its sole discretion without notification.

7. No Right of Set-off.

Customer shall have no right of set-off against any payments due, whether on account of any claims or alleged claims against TRC or the TRC Affiliates under these Terms or otherwise.

8. Acceptance.

8.1. Reports and work product generated by TRC or the TRC Affiliates shall be examined by Customer within five (5) business days beginning on the date of delivery to Customer. TRC's work product shall be deemed to be accepted unless a written notice describing the deficiency is received by TRC within the applicable time period set forth above. Any part of the Services ordered by Customer which is complete in itself may be presented by TRC or the TRC Affiliates for acceptance as an installment.

8.2. Neither TRC nor the TRC Affiliates issue test results, test reports, certifications, test marks and other statements regarding the Services (collectively "Reports") via e-mail. Any communications via e-mail regarding the Services are for informational purposes only, may not be relied on by Customer, and do not replace or anticipate the formal notification regarding Reports or other decisions in accordance with the Regulations.

9. Confidentiality.

9.1. For purposes of this Section 9, TRC and Customer are each referred to as a "Party" as appropriate. As used throughout these Terms, "Confidential Information" means any scientific, technical, trade or business information which is given by one Party to the other and which is treated by the disclosing Party as confidential or proprietary. Confidential Information does not include information that (a) is in possession of the receiving Party at the time of disclosure, as reasonably demonstrated by written records and without obligation of confidentiality, (b) is or later becomes part of the public domain through no fault of the receiving Party, (c) is received by the

receiving Party from a third party without obligation of confidentiality, or (d) is developed independently by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information by individuals who did not have access to Confidential Information. The disclosing Party shall, to the extent practical, use reasonable efforts to label or identify as confidential, at the time of disclosure all such Confidential Information that is disclosed in writing or other tangible form.

9.2. Each Party agrees (a) to keep confidential the Confidential Information of the other Party and the contents of the Service Agreement and these Terms, (b) not to disclose the other Party's Confidential Information to any third party without the prior written consent of such other Party, and (c) to use such Confidential Information only as necessary to fulfill its obligations or in the reasonable exercise of rights granted to it hereunder. Notwithstanding the foregoing, a Party may disclose (i) Confidential Information of the other Party to its Affiliates, and to the Party's and/or its Affiliates' directors, employees, consultants, and agents who, in each case, have a specific need to know such Confidential Information and who are bound by a like obligation of confidentiality and restriction on use, or (ii) Confidential Information of the other Party to the extent such disclosure is required to comply with applicable law or to defend or prosecute litigation; provided, however, that in each case the receiving Party provides prior written notice of such disclosure to the disclosing Party and takes reasonable and lawful actions to avoid or minimize the degree of such disclosure.

9.3. Except to the extent required by applicable law, neither Party shall make any public statements or releases concerning the Service Agreement, these Terms or the transactions contemplated hereby without obtaining the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10. Copyright, Ownership and Use of Reports.

10.1. Except as expressly set forth in this Section, TRC retains exclusive ownership of all Reports, methods of doing business, raw data, calculations, test results and expert opinions. The copyright on all Reports issued by TRC or the TRC Affiliates belongs exclusively to TRC and the TRC Affiliates, respectively.

10.2. All Reports and other documents, including certifications and opinions which are produced by TRC or the TRC Affiliates during the performance of the Services and delivered to Customer may be used by Customer only for their intended purpose.

11. Warranty and Limitation of Liability.

11.1. TRC warrants that the Services shall be performed by TRC in accordance with the applicable testing and certification standards and in a workmanlike manner by qualified personnel. TRC and the TRC Affiliates shall not be liable under any circumstances to Customer or any other person if (a) the Services or work products prepared in connection with the Services are not used for the intended purpose; (b) any report prepared by TRC or the TRC Affiliates was subsequently modified without TRC's or, as appropriate, the TRC Affiliates' written consent; (c) if Customer fails to perform its obligations under these Terms; or (d) Customer did not disclose to TRC or the TRC Affiliates all material facts known to Customer with respect to the object of the Services.

11.2. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, TRC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES BY TRC OR ANY OF ITS AGENTS, SUBSIDIARIES, AFFILIATES OR SUBCONTRACTORS. ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DECLINED.

11.3. CUSTOMER MAY NOT BRING ANY ACTION ARISING OUT OF OR IN CONNECTION WITH ANY TRANSACTION COVERED BY THESE TERMS UNLESS SUCH ACTION IS COMMENCED WITHIN SIX MONTHS AFTER

THE CAUSE OF ACTION HAS ACCRUED.

11.4. THE LIABILITY OF TRC AND THE TRC AFFILIATES, THEIR EMPLOYEES, AGENTS, MANAGERIAL STAFF AND CONSTITUENT BODIES, FOR ALL DAMAGES IN CONNECTION WITH THE PROVISION OF THE SERVICES SHALL IN ALL EVENTS BE LIMITED TO THE LOWER OF:

(A) A TOTAL OF ONE MILLION UNITED STATES DOLLARS (\$1,000,000.00); OR

(B) IF THIS IS A CONTRACT WITH A FIXED OVERALL FEE, TEN TIMES THE AMOUNT PAID BY CUSTOMER FOR SERVICES RELATED TO A PARTICULAR QUOTE, ORDER OR SOW UNDER WHICH THE DAMAGES OCCURRED; OR

(C) IF THIS IS A CONTRACT FOR ANNUALLY RECURRING SERVICES, THE AGREED ANNUAL FEE PAID BY CUSTOMER; OR

(D) IF THIS IS A CONTRACT EXPRESSLY CHARGED ON A TIME AND MATERIALS BASIS, A TOTAL OF FIFTY THOUSAND UNITED STATES DOLLARS (\$50,000.00); OR

(E) IF THIS IS A FRAMEWORK AGREEMENT THAT PROVIDES FOR THE POSSIBILITY OF PLACING INDIVIDUAL ORDERS, AN AMOUNT EQUAL TO THREE TIMES THE FEE PAID BY CUSTOMER FOR SERVICES RELATED TO A PARTICULAR QUOTE, ORDER OR SOW UNDER WHICH THE DAMAGES OCCURRED.

THE LIABILITY OF TRC AND THE TRC AFFILIATES HEREUNDER IS EXPRESSLY LIMITED TO DIRECT DAMAGES INCURRED WITH RESPECT TO THE SERVICES PERFORMED BY TRC. IN NO EVENT SHALL TRC BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOODWILL, OR ADDITIONAL EXPENSES INCURRED, WHETHER PURSUANT TO A CLAIM IN CONTRACT, TORT OR OTHERWISE AND WHETHER IN AN ACTION FOR BREACH OF WARRANTY OR OTHERWISE.

12. Indemnification.

12.1. Customer shall indemnify and hold harmless TRC and TRC's officers, directors, employees, affiliates, suppliers and agents (each a "TRC Indemnified Person") against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments of any kind whatsoever (including all reasonable legal and attorney's fees and expenses) to which a TRC Indemnified Person may become subject out of claims by Customer or any third party (including without limitation customers of Customer) related to or arising out of (a) any breach by Customer of any provision of the Service Agreement, these Terms or the Certification and Testing Regulations; (b) any misrepresentation made by Customer in connection with obtaining any Services; or (c) any action or omissions of Customer related to the Service Agreement, other than as expressly authorized in such Service Agreement.

12.2. TRC shall indemnify and hold harmless Customer and, as applicable, Customer's officers, directors, employees, affiliates, suppliers and agents (each a "Customer Indemnified Person") against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments of any kind whatsoever (including all reasonable legal and attorney's fees and expenses) to which a Customer Indemnified Person may become subject out of claims by TRC or any third party (including without limitation any TRC Affiliate) related to or arising out of (a) any breach by TRC of any provision of the Service Agreement, these Terms, or the Certification and Testing Regulations; or (b) any action or omissions of TRC related to the Service Agreement, other than as expressly authorized in such Service Agreement.

13. Provision of Product Samples.

Customer shall provide TRC or the TRC Affiliates with appropriate product samples required for the testing and/or certification process. Such samples shall be provided at such locations as may be indicated to Customer from time to time, at the sole cost of Customer, including shipping and handling. TRC or the TRC Affiliates shall not be responsible for damage to or loss of product samples while in transit or during the performance of the Services.

14. Disposal of Product Samples.

Customer acknowledges that product samples submitted for testing and/or certification may be destroyed or damaged during the testing and/or certification process. Unless otherwise instructed by Customer or if otherwise required by the applicable certification standards or in TRC's Testing and Certification Regulations, TRC shall retain all product samples, damaged or not, for a period of thirty (30) days after the conclusion of the testing and/or certification process. Unless, before the end of said thirty (30) day period, TRC receives instructions from Customer that Customer wishes to reclaim the product samples, TRC shall be free to dispose of such product samples in any manner it deems appropriate. All costs associated with the safe and proper disposal of hazardous materials shall be borne solely by Customer. All shipping and handling costs associated with the return of product samples to Customer, shall be borne solely by Customer.

15. Use of Certification Marks.

15.1. Provided that TRC or the appropriate TRC Affiliate determines that the relevant certification standards have been met, TRC or the TRC Affiliate will authorize the use of the appropriate certification mark and, if applicable, the certification will be entered in the appropriate list or register.

15.2. Certification marks shall only be used by Customer in strict compliance with the relevant standards issued by TRC, the TRC Affiliates or any other certification body, unless and until expressly authorized in writing by TRC or the TRC Affiliates and then only in the form and manner specified by such written authorization.

15.3. Customer's failure to use the certification marks in strict compliance with the relevant standards issued by TRC, the TRC Affiliates or any other certification body, or Customer's failure to pay fees due to TRC, may result in the cancellation without notice of the certification(s) issued by TRC or the TRC Affiliates or any other certification body. In addition, in the event of an infringement of the certification marks by Customer, Customer agrees that TRC and the TRC Affiliates are entitled to seek injunctive relief, without the requirement to post a bond, to protect their rights in the certification marks.

16. Inspections and Production Controls.

Customer shall insure that products receiving certifications are manufactured in conformity with the applicable standards and requirements pertaining thereto. Customer's compliance with this requirement may, in appropriate cases, be established by TRC, the TRC Affiliates or their representatives, by means of inspections of Customer's manufacturing facilities, in accordance with established procedures or as otherwise determined by TRC or the TRC Affiliates. TRC, the TRC Affiliates or their representatives shall be granted free access to such Customer facilities that engage in the manufacturing, distribution or servicing of the products receiving certification, as well as to all relevant production processes, and Customer expressly agrees such free access is required to establish Customer is in compliance with the applicable standards. All costs of such inspections shall be borne by Customer.

17. Governing Law and Jurisdiction; Place of Performance.

17.1. The construction and validity of these Terms shall be governed by the laws of the Province Ontario, Canada, without giving effect to its conflict of laws rules, regardless of where any order was placed or filed, the place of performance of the Services or delivery of reports or where any other act or performance occurred.

17.2. All Services provided by TRC shall be deemed to be provided in Toronto, Ontario, Canada. Customer agrees to the exclusive jurisdiction of the federal and state courts located in the Province of Ontario, with respect to the adjudication of any dispute arising out of or in connection with the provision of the Services, the Service Agreement, these Terms, or Testing Regulations.

17.3. TRC AND CUSTOMER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

17.4. In the event of any legal action, the prevailing party shall be entitled to recover from the other party all costs, expenses and reasonable attorney's fees, expert witness fees, and any other costs incurred to bring or defend such action.

18. Severability.

If any provision of these Terms is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of these Terms, and the remainder of these Terms shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under these Terms by one party to the other, the remaining provisions of these Terms shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

19. General Conditions.

TRC reserves the right to discontinue any of the Services and to revoke or change prices or terms, except when otherwise indicated in these Terms. If, at any time, it becomes necessary to discontinue Services to Customer, to revoke or modify any provisions of these Terms or of any SOW, or to allocate the provision of Services, TRC will take whatever action which it, in its sole and absolute judgment, deems fair and appropriate.

20. Revisions; Modifications; Waiver.

20.1. TRC may change, revise, amend or modify these Terms from time to time. TRC shall provide Customer with written notice of any such changes, revisions, amendments or modifications, provided, however, that any such changes, revisions, amendments or modifications shall become effective without any further action by any party and that they shall not apply to any orders placed and accepted prior to the effective date of such changes, revisions, amendments or modifications.

20.2. Should TRC at any time not enforce any one of these Terms, such event shall not be interpreted as a change of said Terms, or as TRC's waiver to exercise any of its rights under these Terms.

21. Entire Agreement.

These Terms, together with the Testing and Certification Regulations, the Service Agreement, any SOW or Quote issued pursuant to the Service Agreement, and any schedules attached thereto, shall be the complete and exclusive statement of the agreement between the parties with respect to the subject matter hereof and supersede any oral or written communications, understandings, acknowledgements or representations or agreements relating thereto.