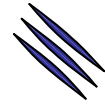


## IASOI Inc. Standard Terms and Conditions of Sale

### *Terms and Conditions*

#### TERMS AND CONDITIONS

1. **"Seller"** shall mean a business component of IASOI Inc. By purchasing products from Seller, Buyer confirms that the following terms and conditions apply to Buyer's purchase of our products. Even if Buyer sends Seller another form of agreement, or modifications to this agreement, and Seller does not respond, these terms will be the terms of Seller's agreement. If Buyer does not agree with these terms, please call a Customer Service representative to discuss modifications. Any modifications must be in writing and signed by Seller.
2. **TERMS AND CONDITIONS OF SALES.** Any products or services Buyer purchases from Seller by electronic, phone, paper or any other form of transmission are sold subject to the following:
  - a. If Buyer already has a fully signed sales agreement currently in effect with Seller, then any term in that agreement that conflicts with these terms and conditions will be applied to Buyer's purchase; the rest of these terms and conditions will otherwise apply.
  - b. If Buyer does not have a fully signed sales agreement with Seller, then the following is Seller's complete contract, which is governed by the substantive law of the province of Ontario. The United Nations Convention on the International Sale of Goods will not apply.
  - c. Unless otherwise expressly agreed in the governing sales agreement, in order to promote the safe and effective use of Seller's material, all material sold by Seller is provided solely for use or consumption by the original purchaser of such material from Seller, and any resale or similar transfer of such material is prohibited and shall constitute a material breach of the governing sales agreement.
3. **PRICE.** Product and service prices are determined by the confirmation Buyer receives from Seller or, in the absence of such confirmation, by Seller's list prices current at the time of shipment. However, in the event there is an increase in the published list price for the Product or service after confirmation of the order, Seller has the right to increase the price accordingly. Unless otherwise stated, prices will be CPT (INCOTERMS 2000) at a facility specified by Buyer (freight and insurance prepaid and allowed) and payment will be due within 30 days of the invoice date. Buyer also agrees to reimburse Seller for Seller's costs of collection should Buyer fail to pay Seller in a timely manner, including interest at LIBOR plus 5%.
4. **DELIVERY.** Any delivery dates Seller quotes are estimates. Seller cannot guarantee delivery on a specific date and variation up to 10% in quantity is acceptable to Buyer. All title and risk of loss or damage passes to Buyer at the time products are transferred to a commercial transportation carrier for shipment except that conveyance of title and risk of loss to products shipped from Canada to locations outside of Canada happens immediately after such products first leave Canadian territory (including its territorial waters and airspace, as applicable). Buyer grants Seller a purchase money security interest in goods Seller sells Buyer and Buyer agrees that Seller may take actions in Buyer's name to perfect that interest as Buyer's *attorney-in-fact*; if Buyer is located in one of those places which recognizes reservation of title, Buyer agrees that Seller retain title to the goods to secure Buyer's payment for them, and Buyer assigns to Seller all proceeds from their sale or pledge. Seller retains ownership of any re-usable packaging.
5. **LIMITED WARRANTY.** Products sold by Seller to Buyer conform to the manufacturers' specifications as set forth in the applicable product certification delivered to Buyer. Buyer will inspect all products Buyer receives for damage, defect or shortage promptly after Buyer receives them, and will give Seller prompt notice of any damage, defect or shortage that Buyer finds. Buyer must give Seller notice of any defect within six months after the date of shipment or the date the products are used, whichever comes first. Seller may, at Seller's option, either replace the products or refund the purchase price. This is Buyer's exclusive remedy for breach of warranty. Buyer should not return products until Seller agrees that Buyer may do so. Should applicable law prohibit this limitation of Buyer's remedies, then Seller agrees that the maximum amount Buyer may claim from Seller is twice the net purchase price Buyer actually paid Seller. **THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF SELLER'S PRODUCTS. THE ORIGINAL PURCHASER IS NOT ENTITLED TO EXTEND OR TRANSFER THIS WARRANTY TO ANY OTHER PARTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
6. **LIMITATION OF CLAIMS.** Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products, services or recommendations supplied by Seller, Buyer's use of any function on Seller's web-sites or any technical advice Seller may offer, except as agreed in the Limited Warranty set out above. **SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF ANY SUBSTITUTE FOR THE PRODUCTS BUYER BOUGHT, CLAIMS OF THIRD PARTIES OR INJURY TO PERSON OR PROPERTY.**
7. **TECHNICAL ADVICE AND OTHER SERVICES.** Buyer is responsible for the design, processing, testing and labeling of any product or service that Buyer makes using products or services Buyer buys from Seller and Buyer will not rely on anything on Seller's web site or any statement by Seller about the suitability of products or services Seller provide. Buyer has tested and investigated products sold by Seller enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller based on Seller's technical advice, statements, data, services or recommendations.
8. **PATENTS.** Any suggestions Seller makes about possible articles, designs or uses of Seller's products do not give Buyer a license under any patent covering such articles, designs or uses, nor are they a recommendation for use of such products, articles or designs which may infringe any patent. Seller will defend Buyer if there is a claim that Seller's products, as Seller delivers them to Buyer, infringe another person's patents, and if necessary will either refund the purchase price or obtain for Buyer a license under those patents.



9. **EVENTS BEYOND SELLER'S CONTROL.** Seller will not be responsible if Seller cannot perform under this agreement if events beyond Seller's control occur which make it impossible or commercially unreasonable for Seller to perform, including so-called "Acts of God" or "force majeure" events and raw material shortages.
10. **ENVIRONMENTAL COMPLIANCE.** Seller will give Buyer Material Safety Data Sheets ("MSDSs") and Buyer will provide the MSDSs to all those required by law to receive them. Buyer will take such precautions as may be appropriate for hazards identified in the MSDSs and properly manage and dispose of all wastes and residues resulting from Buyer's use of the materials in accordance with applicable laws and regulations. Buyer agrees to dispose of disposable packaging as required by any applicable disposal or recycling laws.
11. **EXPORT CONTROL COMPLIANCE.** Buyer ensures that products, technology or software Buyer receives from Seller are exported by Buyer only in compliance with applicable laws. Buyer certifies that it will not use or knowingly support the use by others of such products, technology or software in the design, development, production or use of nuclear, chemical or biological weapons or ballistic missiles.
12. **ELECTRONIC COMMERCE.** Buyer may not share any password, access code or similar credential which may be issued to it by Seller, and Seller reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Seller's products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and shall not seek to assert such information against Seller for any other purpose. Buyer specifically agrees that Seller may issue electronic invoices for any purchases of products made using the Internet, e-mail or any other computer-based electronic communications method, and agrees to honor such invoice as if it had been delivered in writing.
13. **TERMINATION FOR DEFAULT.** Either party may terminate any sales agreement upon thirty (30) days' prior written notice, in the event the other party breaches any material term thereof or files bankruptcy; provided, however that during such notice period, the party in default may cure its default and thereby abate the termination; provided, further, that if such default shall require a longer period to remedy, so long as the party in default has taken reasonable steps within such period to commence the curing of the default, the termination shall be abated as long as such steps continue to be taken. If Buyer is in default hereunder or files bankruptcy, Seller may suspend shipments of material without liability to Buyer.
14. **MEDICAL APPLICATION.** Buyer understands that Seller's materials are not intended for use in any medical application involving permanent implantation in the human body, or any such implantation lasting longer than 29 days, and agrees not to use any of Seller's materials for any such application, or for any other application into which, to Buyer's knowledge, Seller has previously declined to sell material.