

**PURCHASE AGREEMENT
TERMS AND CONDITIONS ("Agreement")
Version 08/2015**

The Purchase of all goods and services (the "**Equipment**") set forth on one or more of the attached Orders shall be governed by these terms and conditions between Customer and Spira Systems Ltd. ("**Spira**").

1. ACCEPTANCE. The terms set forth on this Agreement shall constitute the entire agreement relating to the purchase of the Equipment and shipment or delivery of such Equipment by Spira shall be deemed to be acceptance by the Customer of such terms in their entirety. This Agreement expressly limits acceptance to the terms and conditions stated herein and Spira hereby rejects any additional or different terms or conditions proposed by Customer unless specifically agreed to by Spira in writing. The terms and conditions contained herein shall enure to the benefit of and extend to Spira's successors, assigns, agents, affiliates and customers and where used herein "**Spira**" shall include its successors, assigns, agents, affiliates and customers. Customer may not assign this Agreement without Spira's prior written consent, which may be unreasonably or arbitrarily withheld.

2. CHANGES AND CANCELLATION. This Agreement cannot be cancelled, amended, changed or otherwise altered in respect to, but not limited to, the description, specifications or quantity of the Equipment without Spira's prior written consent, which consent may be unreasonably withheld. Should Spira agree, any costs, including but not limited to restocking fees and delivery charges, incurred by Spira before the date of cancellation shall be paid by the Customer. Spira expressly reserves the right to change, discontinue or modify the design and manufacture of its products without obligation to furnish, retrofit or install products previously or subsequently sold.

3. PRICING, TAXES AND ADDITIONAL CHARGES. Spira's price shall be no lower than that quoted on any Purchase Order. Subject to the foregoing, if price is omitted on any Purchase Order, it is agreed that the Spira's price will be the last price quoted to the Customer. Unless otherwise specified, all prices contained in a Purchaser Order are valid for thirty (30) days from date of issue of the Purchaser Order. All price quotations are Ex Works (EXW) Spira's premises (INCOTERMS 2010), or as agreed per the Purchase Order and are subject to change without notice. Customer shall be charged for boxing, packaging, loading, unloading, cartage and shipping unless otherwise agreed in writing by the Spira. Spira bears no responsibility for any consular fees, fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines, penalties or interest imposed due to incorrect declarations. Charges will be added for factory preparation and packaging for shipment. Minimum freight and invoice charges in effect at the time of the Order shall apply. If by reason of any act of government, the cost to Spira of performing its obligations hereunder is increased, such increase shall be added to the quoted price. In addition to the charges due under this Agreement, the Customer shall be responsible for, and shall protect, indemnify, defend and save harmless Spira from and against the reporting, filing and payment of any taxes, duties, charges, licenses, or fees (and any related fines, penalties or interest and the like) imposed directly on Customer as a result of this Agreement and all liabilities, costs, and associated expenses (including legal and other expert fees) which may be incurred in connection therewith. Such taxes, duties, charges, licenses, or fees include but are not limited to any local, state, federal, foreign, or international sales, use, value added tax, goods and services tax, harmonized sales tax, rental, import, export, personal property, stamp, excise and like taxes and duties. If Spira pays any such tax, Customer shall, within thirty (30) days of Spira's demand, reimburse Spira for the tax including interest, fines, and penalties, paid by the Spira. It shall be Customer's sole obligation after payment to Spira to challenge the applicability of any tax. Notwithstanding the foregoing, the Customer shall provide Spira with a copy of all exporting documents and any other documents reasonably requested by Spira to prove or substantiate to the appropriate tax authorities the goods were timely exported.

4. TERMS OF PAYMENT. Unless otherwise stated on the attached Purchase Order, payment of the purchase price for the Equipment shall be due and payable 30 days after Customer's receipt of Spira's invoice for such Equipment. Customer shall not be entitled to set off any amount owing from Spira to Customer against any amount due or owing to Spira. Notwithstanding the foregoing, in the event Spira is not satisfied with Customer's financial conditions, Spira shall have the right to request payment of the total amount of the purchase price prior to delivery or coincident with delivery. Customer agrees to pay Spira such total amounts in full. Payment is due on all Spira's invoices in accordance with its invoice terms. A late payment charge of 1.5% per month will be levied (18% per annum) on all amounts overdue.

5. SECURITY INTEREST. As continuing security for the repayment and the performance of each Customer's obligations and liabilities under this Agreement, as the Agreement may be amended, supplemented, restated, renewed, extended or replaced from time to time, Customer, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), hereby grants to Spira a continuing, specific, and fixed security interest in the Equipment and in any accretions, substitutions, replacements, additions and accessions thereto from time to time and all proceeds of the Equipment and any of the foregoing.

6. DELIVERY; SHIPPING; RISK OF LOSS. Unless otherwise agreed to by Spira in writing, delivery terms shall be Ex Works (EXW) Spira's premises (INCOTERMS 2010), except to the extent modified by these Terms and Conditions.

7. WARRANTIES. Except as otherwise provided by applicable law, and except for the standard Spira warranties applicable to the Equipment there are no representations, warranties, conditions or guarantees, expressed or implied, statutory or otherwise, with respect to the Equipment. Without restricting the generality of the foregoing, there are no implied warranties or conditions as to latent defects, merchantable quality or fitness for a particular purpose of the Equipment. Payment for the Equipment by the Customer shall constitute acceptance of the Equipment. Customer has no right to reject Equipment on the basis that it does not conform to any representations, warranties and covenants of Spira except as expressly provided for herein.

8. LIMITATION OF LIABILITY. Spira's aggregate liability for any and all claims of any kind arising out of, or in connection with or resulting from, this Agreement shall not exceed the aggregate purchase price of the Equipment. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER AND EACH PARTY RELEASES THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES (WHETHER FORESEEABLE AT THE DATE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PRODUCTION, LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OR BUSINESS OPPORTUNITIES)

9. INDEMNIFICATION. Customer agrees to indemnify and hold harmless Spira and its partners, officers, directors, employees, agents, affiliates and customers ("**Spira Indemnified Parties**") from and against any and all actions, claims, demands, suits, liabilities, losses, damages, obligations, judgments, settlements, costs and other expenses (including but not limited to fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing), incurred or suffered directly or indirectly by any of Spira Indemnified Parties which relate to or arise out of: (i) any breach of the representations, warranties or covenants of Customer set forth herein; and/or (ii) any conduct, act, or omission of Customer. If for any reason any of the Equipment is recalled or recovered from stock (whether voluntarily or involuntarily) or Spira or Spira's customer takes any action which, in its reasonable discretion, is necessary or advisable to prevent or mitigate any risk to human health, property damage or damage to the business or reputation of Spira or Spira's customer, Customer shall provide full and prompt cooperation in connection with, and bear all costs and expenses of, such recall, recovery or other action, including without limitation costs of notifying customers, customer refunds, costs of returning Equipment, costs of replacement of recalled or recovered Equipment, and expenses incurred to meet obligations to third parties.

10. FORCE MAJEURE. Neither party shall be subject to any liability to the other party for failure or delay to meet any of its obligations (other than financial obligations) under this Agreement, if such failure results from causes or circumstances beyond the reasonable control of the party affected thereby, including but not limited to any act of God, fire, explosion, perils at sea, flood, drought, war, riot, sabotage, accident, embargo, failure or delay in transportation or labor strife (each a "**Force Majeure Event**"), provided that the party whose performance is affected by such Force Majeure Event shall notify the other party promptly after the same occurs, shall use commercially reasonable efforts to resume its performance as soon as is practicable and shall resume its performance promptly after such Force Majeure Event ceases to occur and further, provided, that in the event that Customer fails to take any shipments hereunder as a result of a Force Majeure Event, Customer shall have the right, at its option, to reduce the quantity of Equipment covered by this Agreement by all or part of the shipments not taken, extend the delivery period by a time equal to that during which shipments have not been taken and/or require Spira to deliver to another location designated by Customer at Spira's sole risk and expense.

11. MISCELLANEOUS. If any provision of this Agreement shall be held to be unlawful or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. The remedies set forth in this purchase Agreement are in addition to any other remedies provided or implied by law. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provisions. Any failure by Customer to enforce or require strict performance by Spira of any terms of conditions of this Agreement shall not constitute a waiver thereof by Customer. Customer may at anytime avail itself of the remedies Customer may have for any breach of the terms hereof. Nothing herein shall be construed so as to constitute Customer and Spira as principal and agent, employer and employee, partners or joint venturers, and neither party shall have any authority to obligate or bind the other party, except as specifically provided herein. If Spira accepts a late or partial payment or delays the enforcement of its rights on any occasion, such acceptance or delay shall not constitute a waiver by Spira of its rights hereunder and all amounts and obligations owing under this Agreement shall continue to be payable when due.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between Spira and the Customer with respect to the purchase of Equipment and supersedes any prior agreements, terms and conditions of any purchase order, understandings or negotiations, whether written or oral, between the parties. Any change in the terms of this Agreement must be in writing and signed by the Customer and an authorized officer of Spira. Spira may assign this Agreement without the consent of the Customer. Neither the benefits nor the obligations of this Agreement are assignable by the Customer without the consent of Spira. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

13. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by the law of the Province of Alberta, and excluding the provisions of the International Sale of Goods. The parties agree to submit any dispute to the courts of the laws of the Province of Alberta. The place of jurisdiction is Spira's business place. Spira can claim against the Customer also at the Customer's place of business. Jury trial is excluded.

14. LANGUAGE. The parties hereto have expressly requested that this Agreement and all documents related hereto be drafted in the English language. Les parties aux présentes déclarent qu'elles ont exigé que cette entente et tous les documents y afférant soient en la langue anglaise