



**ISHIDA CANADA INC., STANDARD TERMS AND CONDITIONS OF SALE
FOR EQUIPMENT & SOFTWARE PRODUCTS TO DIRECT CUSTOMERS**

Exhibit A

1. CONTRACT – All sales transactions are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by an officer of Ishida Canada Inc. ("Company, Ishida"). Provisions of the original purchaser's ("Buyer") purchase order or other documents that add to or differ from these terms and conditions are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of others will be construed as a failure of Company to raise objections.

2. QUOTATIONS AND PUBLISHED PRICES – Quotations/prices automatically expire 30 calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period. Company reserves the right to extend quotations for up to 6 months from the date of issuance. Prices shown on the published price lists and other published literature issued by Company are not unconditional offers to sell and are subject to change without notice. Company's prices for equipment, unless otherwise specified, do not include an allowance for installation and/or final on-site adjustment. Prices are subject to adjustment to those in effect at time of shipment and may be adjusted to include any necessary surcharge(s). Pricing that differs from Company's published price lists is confidential to Company, and Buyer agrees to strictly maintain such confidentiality.

3. TAXES – Company's prices do not include any applicable sales, goods/services, use, excise or similar taxes, and the amount of any such tax which Company may be required to pay or collect will be added to each invoice and paid by Buyer unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities prior to shipment. If an exemption certificate provided to Company by Buyer is, through no fault of Company, subsequently determined to be invalid, the previously unpaid sales, use, excise or similar tax will be billed to and paid by Buyer.

4. TERMS OF PAYMENT – Terms, if extended, are cash net 30 days from date of shipment. Amounts past due are subject to a service charge equal to the greater of 1.5% per month (or fraction thereof) or the maximum contract rate permitted by law. For certain products and large dollar orders as deemed to be by Company, the Company may ask for full, partial or progressive payments at its' discretion. If Company deems that by reason of the financial condition of Buyer or otherwise, the continuance, production or shipment on the terms specified is not justified, Company may require full or partial payment in advance. Subject to the warranties expressly stated in 10 below, all sales are final without right of return.

5. DELIVERY – Delivery dates are approximate and are based on prompt receipt of all necessary

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information regarding the equipment to be delivered. Company will use reasonable efforts to meet the indicated delivery dates but will not be held responsible for its failure to do so. Title to the equipment and risk of loss shall pass to Buyer upon delivery to a carrier or if picked up directly by the Buyer. In the event of any delay in delivery caused by Buyer, Company will store and handle all items at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price, plus applicable storage, insurance, and handling charges. The invoice will be payable in full within 30 days from the invoice date. Company has the right to make partial shipments and bill for those shipments; Buyer will make payment in accordance with terms referenced in 4 above.

6. SHIPPING AND HANDLING CHARGES – Shipments are F.O.B. point of shipment. Unless Buyer elects a freight collect shipment, shipping charges plus the applicable Company handling charge will be prepaid and billed as a separate item on the equipment invoice.

7. CHANGES – Buyer may with the express written consent of Company make changes in the specifications for equipment or work covered hereunder. In such event, the price and delivery dates will be equitably adjusted. Company will be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

8. CANCELLATION – Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event Company has reason to believe that Buyer is unwilling or unable to perform, Company will have the unconditional right to cancel this sales transaction or demand full or partial payment in advance pursuant to 4 above. In the event of any cancellation of this order by either party, Buyer will pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to its suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. Return goods may be subject to a 15% re-stocking charge or minimum \$25.00 whichever is higher.

9. DEFAULT – Upon default and placing of Buyer's account for collection or repossession of equipment, Buyer agrees to reimburse collection costs, legal fees, and court costs incurred by Company in connection therewith.

10. WARRANTIES: COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED BY IT TO BUYER SOLELY AS SET FORTH HEREIN. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THESE WARRANTIES MAY BE TRANSFERRED TO A SUBSEQUENT PURCHASER OF THE EQUIPMENT ONLY WITH THE PRIOR WRITTEN CONSENT OF COMPANY. IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY BREACH BY COMPANY OF ITS WARRANTY HEREUNDER.

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A. PRODUCTS

1. Company warrants that the equipment covered by this warranty will be free from defects in workmanship and materials for a period of 1 year from the date of original installation. Should any such defects be found and reported during the first 30 days after installation, Company will correct such defects, furnishing replacement parts, labor, and travel within 90km of Ishida's nearest Service Centre. For the remainder of the warranty period, Company will furnish necessary replacement parts and on-site labor free of charge, provided Buyer agrees to pay reasonable travel time and expenses to and from a service location authorized by Company. Warranty is covered under Ishida Canada's standard business hours, Monday to Friday, 8am-4:30pm.

B. SOFTWARE – Company warrants that software developed by Company will perform substantially the functions described in the software documentation when properly installed. The warranty period will be the same as the warranty period for the Company equipment within which the software is embedded. If the software is not embedded within Company equipment, and if Buyer promptly notifies Company and provides the description of the error and complete information about the manner of its discovery within ninety (90) days following the date of purchase by Buyer, Company will thereupon correct any defect or error (at its option): (a) by modifying or making available to Buyer instructions for modifying any erroneous program, or (b) by making available necessary corrected or replacement programs. Company does not warrant that software is error-free, that Buyer will be able to operate the software without interruption, or that the software will be free of vulnerability to intrusion or attack. Buyer agrees to keep Company's trade secrets confidential and to not disclose all or any part of such trade secrets to third parties. Buyer agrees to use those programs marked confidential solely with the original equipment for which they were acquired. This software warranty does not apply if the software is licensed for beta, evaluation, or field test use.

C. REPAIRED PRODUCTS WARRANTY – In the event equipment is repaired by Company, the performance of such repair work will not extend existing nor generate new warranty coverage for the equipment as a whole or for those parts not repaired or replaced by Company. Any warranty coverage that exists for those parts of the equipment actually repaired or replaced by Company will be stated in writing by Company at the time of the repair.

D. GENERAL – The foregoing warranties are further subject to the following general conditions: (1) If Buyer requests the performance of warranty work provided for under the foregoing warranties during other than normal Company work periods, Buyer will be required to pay for all premium time. (2) These warranties will not apply where Company's equipment and/or software has been

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subjected to: accident, alteration, misuse, abuse, failure on the part of Buyer to ensure proper storage, operation and/or maintenance, installation or servicing by other than Company authorized personnel, the addition or supply of equipment not approved for incorporation into Company's product, or Buyer supplied software or interfacing. (3) Company does not warrant the calibration of any scale. Company does however warrant the scales manufactured by it to be capable of being adjusted to meet Company's printed specifications, if any, for weighing accuracy as to the particular model/type scale for the period of warranty above stated when properly installed and used. (4) Products of other manufacturers sold by Company as such are warranted by Company solely to the extent of any remaining warranty provided by the original manufacturer.

11. REGULATORY LAWS AND OR STANDARDS – The performance of the parties hereto is subject to the applicable laws of Canada, depending on the location of delivery of the product or service. Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations, which may affect its products. However, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, provincial, state or local laws, ordinances, regulations, codes or standards except as particularly specified and agreed upon in writing by authorized officers of Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

12. INTELLECTUAL PROPERTY – The sale and delivery of Company's equipment and/or software to Buyer will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property incorporated into the equipment and/or software.

13. DISCLAIMER OF DAMAGES – IN NO EVENT WILL COMPANY BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer will not transfer, assign or lease the equipment sold hereunder to any third party without first securing from such party the protection afforded to Company herein.

14. LIMITATION OF LIABILITY – Company will not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event will Company's aggregate liability for any and all types of damages

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or losses related to this agreement or the products or services sold or delivered pursuant hereto exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one year from the date on which the cause of action accrues.

15. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE – Company will not be liable for any information, assistance or advice that, though not required to be provided to Buyer hereunder, is nevertheless provided to Buyer by employees and/or agents of Company while performing Company’s obligations hereunder.

16. INTERPRETATION – Should any term or provision contained herein contravene or be invalid under applicable law, these terms and conditions shall not fail by reason thereof but will be construed in the same manner as if such term or provision had not appeared herein.

17. RETURNS – Items returned for customer convenience (and not for product or part failure or warranty issues) may be subject to a 15% restocking fee, minimum \$25. Ishida Canada must be contacted for a Return Material Authorization (RMA) within 14 days of shipment from Ishida Canada to be eligible for return credit. Customers must return items within 10 days of receiving a RMA. Item must be in new and unused condition, packed in original packaging and container, and include all manuals, peripherals and accessories to be eligible for return credit. For all other returns see Ishida Canada Warranty and Return Policy.

18. SURCHARGES – Ishida Canada’s pricing shall be subject to certain additional surcharges ("Surcharges") at Ishida Canada's sole discretion. Such Surcharges may be required to partially offset the increase in costs of certain raw materials and other commodities including, but not limited to, fuel and steel. Applicable Surcharges will appear on invoices issued by Ishida Canada to Buyer and shall be due and payable in accordance with the invoice terms. Ishida Canada shall periodically update any applicable Surcharges based upon reported pricing in the respective industry.

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