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TERMS AND CONDITIONS OF PURCHASE FROM VENDOR

1. GENERAL CONDITIONS

- Shipments are to be made as per instructions.
- An acknowledgement copy of this order must be returned upon acceptance.
- Packing Slip(s) must accompany each shipment.
- To ensure prompt payment, invoices should be produced on the date of shipment, quoting our purchase order number and sent to our Accounts Payable Department.
- Payment terms are based on the assumption that all invoices will be received not later than three days from the date of shipment; otherwise we will assume that the payment date is to be calculated from the date the invoice or order is received whichever occurs later.

2. PACKING

No charge will be allowed for packing, boxing or cartage unless fully and separately itemized on the face of the order, but damage to any material not packed to insure proper protection to same will be charged to Seller.

3. CHANGES

Sycor Technology Inc, Advance Wire & Cable reserves the right by written notice issued hereunder, to make changes in the drawings, designs or specifications, method of shipment or packing, and in the dates and places for delivery, as specified in the schedule set forth herein or in superseding Purchase Requirement Summary Reports issued from time to time hereunder, except that no change shall accelerate the rate of delivery hereunder without Seller's consent.

If the cost or time for furnishing the services or the items ordered hereby is increased or decreased as a result of any change so ordered, the price, or time of delivery, or both, shall be increased or decreased by the amount of any increase or decrease resulting directly from such change. However, no increase shall be allowed either in delivery schedule or price unless Seller notifies Sycor Technology Inc. in writing of its claim therefore within thirty (30) days from Seller's receipt of the order for such change. Upon

receipt of any change order, Seller agrees to proceed diligently in performance of this order as changed.

4. WARRANTY AND INSPECTION

Seller warrants that for a period of eighteen (18) months following delivery of all items ordered hereunder said items will be in conformity with the specifications (and approved sample, if furnished) and free from defects, including design and latent defects.

5. LAW GOVERNING

This Purchase Order shall be governed by and construed according to the laws of the province in which it is issued.

7. OUT OF COUNTRY SUPPLIERS

Please ensure all shipments have a Canada Customs invoice and certificate of origin (NAFTA if applicable) enclosed which clearly states our purchase order number. Copies of these documents should be directed the Customs broker as indicated on the face of the purchase order.