

Rosemount Instruments Ltd
808 - 55th Avenue N.E.
Calgary, Alberta
T2E 6Y4
Tel. (403) 275-8400
Toll Free 1-800-268-1151
Fax (403) 274-6727
Toll Free Fax 1-800-563-3051

FAX MESSAGE

FAX #: 1-403-873-8983
PHONE #: 1 403 873-8983

TO: Royal Oak Mines
ATTN: Dave Anthony
FROM: Cory Brace
DATE: September 20, 1995
REFERENCE: Stack Application
SUBJECT: ROSEMOUNT QUOTATION 95-33-8820

Page 1 of 9

Dear Dave:

Thank you for your continued support of Rosemount Instruments Ltd.

I have included pricing and delivery information for the equipment that you requested. We have included system description as well as drawings of the proposed system.

If all conditions are acceptable, and you wish to purchase these items, please fax 274-6727 or toll free 1-800-563-3051 either a copy of your purchase order or return a copy of this quote indicating the PO number and the purchaser's signature.

If you have any questions please feel free to contact me at 1-800-268-1151.

Yours truly,

ROSEMOUNT INSTRUMENTS LTD



Cory Brace
Inside Sales Representative

CB/st

cc: Darcy Yakichuk, Acct. Rep. - Edm.
Chris Martin, Sales Spec. - Edm.

ROSEMOUNT

Measurement
Control
Analytical
Valves

Rosemount Instruments Ltd
808 - 55th Avenue N.E.
Calgary, Alberta
T2C 0Y4
Tel. (403) 275-8400
Toll Free 1-800-258-1151
Fax (403) 274-8727
Toll Free Fax 1-800-563-3051

TO Royal Oak Mines
P.O. Bag 3020 Station Main
Yellowknife, NWT
Z1A 2M2
Fax#: 1 403 873 8983
Phone#: 1-403-873-8983
Attn: Dave Anthony

QUOTE NO. 95-33-8820
QUOTE DATE September 20, 1995
CUSTOMER REF. Stack Application

TERMS: NET 30 DAYS 1% 15, All Taxes Extra
FIRM QUOTE FOR 30 DAYS
F.C.A.: LaHabra, CA

ITEM	QTY.	DESCRIPTION	UNIT PRICE	TOTAL
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Budgetary Proposal

01	1	Rosemount Analytical Sulfur Dioxide Stack Monitoring System, consisting of:	50,233.00	50,233.00
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A. Model 880A NDIR Analyzer
Matrix: 8803-6701-0100

Range: 0-4% SO₂
Output: 4-20 ma, isolated

B. Sample Handling System per drawing 832012-1

C. Weather-proof (NEMA 12 with gasketing and drip-shield)
enclosure measuring 72" x 24" x 36" IIWD, to include:

- * Front and rear access doors
- * Window on front door
- * Inlet and outlet bulkhead fittings
- * Circuit breakers and junction boxes
- * Calibration gas bottle mounting channel
- * Heater
- * Designed for ambient temperatures of -20 to 90° F,
ambient humidity of 95%, and electrically safe area
- * Items A - B above fully mounted, piped, and wired

"No statement or condition contained in any order submitted by Buyer which modifies, adds to, is different from or inconsistent with any term or condition of this quotation shall be binding on the Seller unless the Seller shall have expressly consented in writing to such statement or condition. This Quotation is subject to the warranties and disclaimers set forth on the reverse side hereof and to no others and is also subject to the terms and conditions on the reverse side."

SHIPMENT FROM LaHabra, CA.
(After receipt of Written Contract
and Subject to Prior Sale.)
All Items: 12 - 16 Weeks

ROSEMOUNT INSTRUMENTS LTD
(THE SELLER)

BY


Cory Brace
Inside Sales Representative

cc: Darcy Yakichuk, Acct. Rep. - Edm.
Chris Martin, Sales Spec. - Edm.

FISHER-ROSEMOUNT

QUOTATION

Rosemount Instruments Ltd
808 - 55th Avenue N.E.
Calgary, Alberta
T2E 6Y4

QUOTE NO: 95 33 8820

PAGE: 2

ITEM	QTY.	DESCRIPTION	UNIT PRICE	TOTAL
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Drawings

Drawings for customer review will be available 4-6 weeks after receipt and acceptance of original signed purchase order and complete information required to develop the system.	71.00	71.00
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One reproducible (vellum) set of documentation or one disk (AutoCad rel. 12) with the following will be provided at no charge:

- * Flow Diagram
- * Cabinet O & M D
- * Electrical Interconnect Diagram

Additional sets of drawings are available at \$71.00 per set.

Manuals

System to include one Systems Manual with final "as built" details available 0-2 weeks after date of shipment.	142.00	142.00
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Additional systems manuals are available at \$142.00 per set.

TOTAL PRICE
(Excluding Applicable Taxes)

\$50,446.00

"For prompt response with ordering, please reference our quotation number."

SYSTEM DESCRIPTION

The proposed Rosemount Analytical sulfur dioxide stack gas monitoring system consists of a Model 880A NDIR analyzer, sample handling system per drawing 832012-1, and weather-proof cabinet.

Analyzer

The Model 880A is a microprocessor-controlled infrared analyzer utilizing the Luft detector technology. User-friendly software provides for ease of operation and calibration, with the convenience of complete set-up and operation from the front panel keyboard. A constant current source drive with quartz crystal-controlled chopper motor enhances stability and performance, providing complete isolation from power line frequency variations. An LCD display provides reading in either percent of full scale, or direct reading of component concentration when used in conjunction with the linearizer.

Sample Handling System

A typical sample handling system is illustrated on drawing 832012-1, based on the stream composition as detailed on attached stream analysis sheet. In the event of an order, the system configuration may be revised according to the most current "sound engineering practice". The following features are included:

1. A sample probe with mounting flange assembly is supplied loose for mounting at the stack.
2. A four-way air-operated valve, as controlled by a solenoid valve and timer, will introduce sample into the system. Alternately, it will provide for blow-back of the sample probe using instrument air.
3. Water vapor and other condensable will be removed via a dual path thermoelectric water condenser. A dual-headed peristaltic pump provides a continuous drain.
4. A stainless steel sample pump with Teflon-coated neoprene diaphragm pressurizes and transports the sample to the analyzer.
5. Multiple stage filtration is provided, including a coalescing primary filter, and a sintered element guard filter (7 micron) just prior to the analyzer to protect it from any residual particulates.
6. A five-way manual valve allows for calibration gas introduction just prior to the analyzer. Calibration gases should be introduced at essentially the same flow rate and pressure as the sample.
7. Flowmeters are provided for the analyzer and bypass to adjust sample flow rate and system lag time, respectively.
8. Materials in contact with the sample include 316 stainless steel, Viton, Teflon, and glass.
9. The system is designed for a stack temperature of up to 95° C. It is assumed the sample contains no HCl or SO₂, and that the particulate level is less than 250 mg/m³.

The following component manufacturers will be typically used in our system. Should you wish to use specific manufacturers other than those listed, the system price will be subject to change. A detailed "bill of materials" will be available with pre-assembly/approval drawings should this quotation become an order.

Ball valves - Whitey or equal
Check and relief valves - Nupro or equal
Glass fiber filters - Porous Media, Balston, or equal
Sintered metal filters - Mott, Nupro, or equal
Flowmeters - Brooks or equal
Diaphragm pumps - Air Dimensions or equal
Solenoid valves - Parker, Asco, or equal
Fittings - Gyroluk
Sample coolers/condensers - Universal Analyzers or equal

Enclosure

The analyzer and sample handling system will be fully mounted, piped, and wired in a weather-proof (NEMA 12 with gasketing and drip-shield) enclosure measuring approximately 72" x 24" x 36" HxWxD, with channel bases and lifting eyes for ease of installation. Front and rear doors allow access to components requiring regular maintenance (filters, pump diaphragms, etc). A window is provided in front for viewing analyzer display and system indicators. All inlets and outlets will terminate in bulkhead fittings, and all wiring in junction boxes. Mounting channels are provided on the side of the cabinet for use as a calibration gas bottle rack.

The system is designed for ambient temperatures of -20 to 90° F, ambient humidity of 95%, and for location in an area shielded from direct sunlight. Electrical area classification for the enclosure is non-hazardous. The cabinet includes a heater to maintain interior temperature within analyzer specifications. Attached drawing 832012-2 illustrates a typical enclosure.

Utilities

The following items are to be provided by customer for installation and operation of the system:

- A. 110 VAC, 60 Hz single phase power.
- B. Zero and span calibration gas cylinders and regulators.
- C. Heat-traced sample line, fittings, cable, and conduit as required for installation of system.
- D. Clean, dry (-40°F dewpoint typical) instrument air at 80-100 psig to blow-back sample probe, and actuate air-operated valves.
- E. Safe, atmospheric vent location for system exhaust.

STREAM ANALYSIS

WE ASSUME THE FOLLOWING: Trace is defined as 1.0% or less of lowest stated component concentration. All stated values vary not more than $\pm 10\%$ unless otherwise stated. No component will polymerize, decompose, or otherwise react. No other components will be present during upset conditions. Sample is a single phase sample. Sample and bypass vents will be to atmospheric pressure.

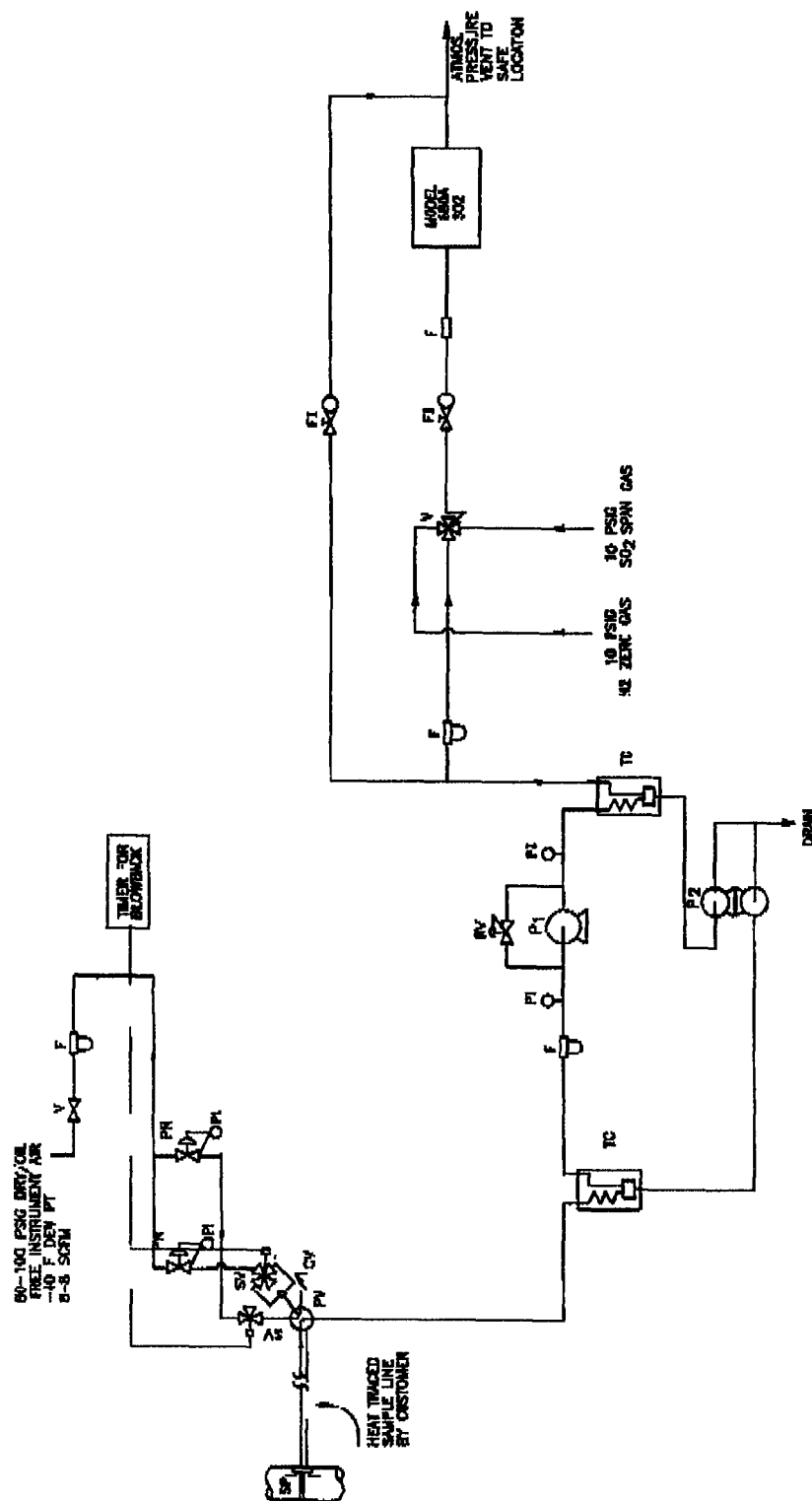
UNITS OF CONCENTRATION ARE: volume %

<u>Component</u>	<u>Concentration</u>	<u>Range(s)</u>
Oxygen	17.846%	
Carbon Dioxide	0.582	
Nitrogen	78.563	
Water	3.008	
Carbon Monoxide	0	
Sulfur Dioxide	< 2	0-4%
Particulates	< 250 mg/m ³	
SAMPLE PHASE:	vapor	
TEMPERATURE:	93.7°C	
PRESSURE:	atmospheric	

Assumed

PLEASE NOTE that we assume NO ARSENIC OR OXIDES OF ARSENIC will be present in the sample in a vapor state.

NOTE: It is assumed that there is no HCl, SO₂, or other corrosive components in the sample.



ROSEMOUNT ANALYTICAL

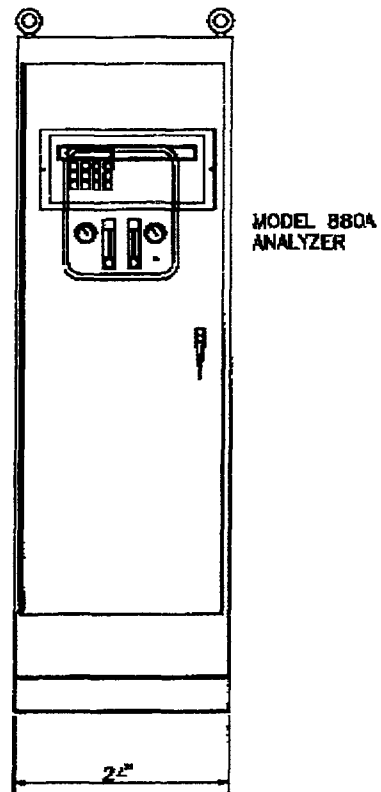
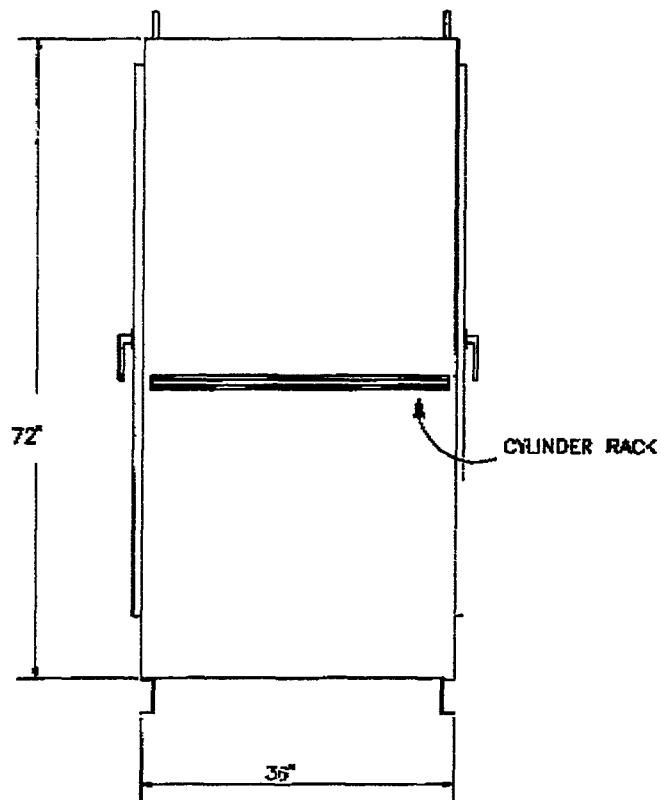
TITLE		TYPICAL SAMPLING SYSTEM	
SECTION	CHASS	APPROX	
CONTENTS		REF	
ROYAL OAK MINES		SCALE	
DRAWING	DATE 2012-1		REV

SCIENCE

1. SPAN GAS CONCENTRATION VALUES ARE SELECTED TO BE APPROXIMATELY 10% ABOVE THE CONCENTRATION OF THE COMPONENT OF INTEREST, ON THE NORMAL OPERATING RANGE
2. NOMINAL FLOWRATE MAY BE ADJUSTED AS REQUIRED FOR DESIRED SAMPLE LINE TIME
3. CALIBRATION GASES TO BE INTRODUCED AT SAME FLOWRATE AND PRESSURE AS SAMPLE

0-36311

- | | |
|-----|------------------------|
| SP | SAMPLE PROBE |
| SV | SOLENOID VALVE |
| CV | 4-WAY PNEUMATIC VALVE |
| PR | CHECK VALVE |
| PPR | PRESSURE REGULATOR |
| PTC | PRESSURE INDICATOR |
| FT | THERMO-ELECTRIC COOLER |
| F1 | FLOWMETER |
| P1 | SAMPLE PUMP |
| P2 | PERISTALTIC PUMP |
| RV | RELIEF VALVE |
| F | FILTER |



CONCEPTUAL DRAWING FOR PROPOSAL
PURPOSES ONLY

ROSEMOUNT ANALYTICAL			
TITLE TYPICAL O & M D OF CABINET			
DRAWN	CHKD	APPROV	
CUSTOMER ROAYL OAKS MINES		REV.	SCALE
CONTRACT	DOC. NO. 832012-2	SHT. OF	REV.

TERMS AND CONDITIONS OF SALE

Language in italics is applicable to Control System products only
Form A (1/54)

These terms and conditions, the aforesaid quotation or acknowledgment, and all documents incorporated by reference thereto, bind the company(ies) which issues the quotation or acknowledgment for the sale of goods ("Goods") and/or the license of software and/or firmware which are preloaded, or to be loaded, into the Goods ("Software"), to be provided hereunder (i.e., Fisher Controls International, Inc., Rosemount Inc., Fisher-Rosemount Systems, Inc. or other Fisher-Rosemount Group Company), hereinafter "Seller", and the buyer, hereinafter "Buyer", and constitute the entire agreement ("Agreement") between Buyer and Seller regarding such sale and/or license.

terms are FICA destination, and 30 days from date of Seller's invoice in Canadian currency, except for applicable milestone payments set forth in Section 12 below, or export reimbursements for which Seller may require a letter of credit. If any payment owed to Seller hereunder is not paid when due, it shall bear interest at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, and Buyer shall indemnify and hold Seller harmless for all expenses attendant to collection of past due amounts.

2. **PRICE.** Unless otherwise specified by Seller, Seller's price for the Goods shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods, whichever is applicable first, provided an unconditional, complete authorization for the immediate resale and shipment of the Goods pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such time period, Seller shall have the right to change the price for the Goods as of the day period. Notwithstanding any of the foregoing, the price for Goods sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of manufacture.

3. **DELIVERY AND DOCUMENTATION.** All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect.

4. **EXCUSE OF PERFORMANCE.** Seller shall not be liable for delays in

performance or non-performance due to acts of God, war, riot, fire, labor trouble, strike, sabotage, insurrection, rebellion, explosion, earthquake, flood, pestilence, epidemic, government requisitioning, seizure, expropriation, nationalization, orders or actions, or unforeseen circumstances.

5. TERMINATION AND SUSPENSION BY BUYER: Buyer may terminate or suspend beyond Seller's reasonable control.

1. The first step is to identify the problem. This involves understanding the current situation and the desired outcome.

except as otherwise expressly provided herein, Seller warrants that the Software will execute the programming instructions provided by Seller, and that the Goods manufactured by Seller will be free from defects in materials or workmanship under normal use and service until the expiration of the earlier of twelve (12) months from the date of purchase or the date of delivery of the Goods.

Consumables, including, without limitation, gases and electrodes, membranes, liquid junctions, electrolytes and reagents, o-rings, plastic tubing, etc., are warranted to be free from defects in material and workmanship under normal use and service for a period of ninety (90) days from the date of shipment by Seller. Products purchased by Seller from a Third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If, within thirty (30) days after Buyer's discovery of any warranty defects during the applicable warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's sole and exclusive remedy hereunder, promptly correct any error that was found by Seller to exist in the software, or repair or replace HCA destination, that portion of the Goods or replace the defective. All replacements or repairs necessitated by or to the Goods shall be at Seller's expense.

7. LIMITATION OF REMEDY AND LIABILITY. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE SOLE REMEDY FOR SUCH DELAY SHALL BE REPAIR, REPLACEMENT OR REFUND. SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE GOODS MANUFACTURED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO CONSEQUENTIAL DAMAGES. THE LIMITATION TO LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL. SELLER SHALL DEFEND ANY AND ALL SUITS BROUGHT AGAINST BUYER BASED ON A CLAIM THAT USE OF THE GOODS MANUFACTURED BY SELLER IN CONNECTION WITH AN INFRINGEMENT OF A VALID PATENT OF NORTH AMERICA, AND SHALL PAY ANY DAMAGES AWARDED HEREIN AGAINST BUYER, PROVIDED THAT BUYER PROVIDES ALL REASONABLE ASSISTANCE AND COOPERATION REQUESTED BY SELLER FOR THE DEFENSE OF SUCH SUIT. IN THE EVENT THAT ONLY THE GOODS MANUFACTURED BY SELLER ARE HELD TO BE INFRINGING IN SUCH SUIT AND THEIR USE IS CONFIRMED, SELLER SHALL, AT SELLER'S OPTION AND AT SELLER'S EXPENSE, PURCHASE FOR BUYER THE RIGHT TO CONTINUE USING THE GOODS, REPLACE THEM WITH A NEW INFRINGING PRODUCT OR MODIFY THEM SO THEY BECOME NON-INFRINGING. BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR INFRINGEMENT, AND THAT BUYER SHALL FULLY INDEMNIFY SELLER THEREFOR. IF INFRINGEMENT IS BASED UPON THE USE OF GOODS IN CONNECTION WITH GOODS NOT MANUFACTURED BY SELLER OR IN A MANNER FOR WHICH THE GOODS WERE NOT DESIGNED BY THE SELLER OR IF THE GOODS WERE NOT DESIGNED BY OR FOR THE BUYER IN A MANNER TO CAUSE THEM TO BECOME INFRINGING, THE BUYER OR WERE MODIFIED BY OR FOR THE BUYER IN A MANNER TO CAUSE THEM TO BECOME INFRINGING, SELLER SHALL BE RESPONSIBLE FOR RECEIVING, STORING, INSTALLING, REMOVING, REPAIRING, REPLACING, AND MAINTAINING ALL GOODS. SELLER SHALL PROVIDE A QUOTATION FOR SERVICES IN CONNECTION WITH SUCH FUNCTIONS IF REQUESTED.

8. TAXES. ANY TAX OR GOVERNMENTAL CHARGE OR INCREASE IN TAXES HEREAFTER BECOMING EFFECTIVE INCREASING THE COST TO SELLER OF PRODUCING, SELLING, OR DELIVERING THE GOODS OR OF PURCHASING MATERIAL USED THEREIN, AND ANY TAX NOW IN EFFECT OR INCREASE IN SAME PAYABLE BY THE SELLER BECAUSE OF THE MANUFACTURE, SALE OR DELIVERY OF THE GOODS, MAY AS SELLER'S OPTION, BE ADDED TO THE PRICE HEREIN SPECIFIED.

9. SOFTWARE AND COMPUTER PROGRAMS. BUYER IS GRANTED A NONEXCLUSIVE, NONTRANSFERABLE, REVOCABLE LICENSE ONLY FOR BUYER'S USE OF THE SOFTWARE. LATER THIS LICENSE MAY BE REVOKED BY SELLER WITHOUT NOTICE. IT IS RECOGNIZED AND AGREED THAT IN ALL CONTROL SYSTEMS SOFTWARE PROVIDED BY SELLER SHALL REMAIN WITH SELLER AND THAT EACH CONTROL SYSTEMS SOFTWARE IS FURNISHED TO, AND USED BY, BUYER ONLY AFTER EXECUTION OF SELLER'S STANDARD LICENSE AGREEMENT.

10. MILLSTONE PAYMENTS. UNLESS OTHERWISE PROVIDED IN SELLER'S WRITTEN QUOTATION, PERIODIC MILLSTONE PAYMENTS SHALL BE MADE BY BUYER WHEN THE PRICE OF THE GOODS EXCEEDS \$100,000. IN SUCH CASES, INVOICES SHALL BE ISSUED BY SELLER AND PAID BY BUYER BASED ON THE FOLLOWING MILLSTONES: MILLSTONE 1: 30% OF PRICE UPON ACCEPTANCE OF ORDER BY SELLER. MILLSTONE 2: 30% OF PRICE UPON RELEASE BY SELLER OF APPROVED BILLS OF MATERIAL TO MANUFACTURING FOR ASSEMBLY. MILLSTONE 3: 40% OF PRICE UPON SHIPMENT OF THE GOODS BY SELLER. SELLER RECEIVES THE RIGHT TO DESIGNATE ADDITIONAL MILLSTONES WHERE THE AGREEMENT PROVIDES FOR ANTI-INFRINGING SERVICES IN EXCESS OF \$50,000.

11. BUYER SUPPLIED DATA. TO THE EXTENT THAT SELLER HAS RELIED UPON ANY INFORMATION, REPRESENTATION, OR OPERATING CONDITIONS OR OTHER DATA SUPPLIED BY BUYER TO SELLER IN THE SELECTION OR DESIGN OF THE GOODS AND THE PREPARATION OF SELLER'S QUOTATION, AND IN THE EVENT THAT ACTUAL OPERATING CONDITIONS OR OTHER CONDITIONS DIFFER FROM THOSE REPRESENTED BY BUYER AND RELIED UPON BY SELLER, ANY WARRANTIES OR OTHER OBLIGATIONS CONTAINED HEREIN WHICH ARE AFFECTED BY SUCH CONDITIONS SHALL BE NULL AND VOID. UNLESS OTHERWISE MUTUALLY AGREED UPON IN WRITING.

12. GENERAL PROVISIONS. (a) BUYER SHALL NOT ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THE AGREEMENT WITHOUT SELLER'S PRIOR WRITTEN CONSENT. (b) THERE ARE NO ASSIGNMENTS, AGREEMENTS OR REPRESENTATIONS, EXPRESS OR IMPLIED, NOT SPECIFIED IN THE AGREEMENT. (c) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF TRANSACTIONS UNDER THE AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED. (d) ANY MODIFICATION OF THESE TERMS AND CONDITIONS MUST BE SET FORTH IN A WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER. (e) THE AGREEMENT IS FORMED AND SHALL BE CONSIDERED, PERFORMED AND ENFORCED UNDER THE LAWS OF THE PROVINCE OF ALBERTA. HOWEVER, BUYER AND SELLER AGREE THAT THE PROPER VENUE FOR ACTIONS ARISING UNDER THE AGREEMENT SHALL BE ONLY IN THE PROVINCE OF ALBERTA WHERE THE GOODS INVOLVED IN SUCH ACTIONS WERE MANUFACTURED. (f) IF GOODS SUPPLIED HEREUNDER ARE USED IN NUCLEAR APPLICATIONS, INCLUDING, WITHOUT LIMITATION, ANY POWER GENERATION OR OTHER ACTIVITY, BUYER FULLY INDEMNIFIES SELLER AGAINST ALL SUCH CLAIMS, DAMAGES, LOSSES OR EXPENSES, A COPY OF WHICH IS AVAILABLE UPON REQUEST.

9. **INSURANCE.** Buyer shall be responsible for receiving, storing, installing and maintaining up and maintaining all Goods. Seller shall provide a quotation for services.

procuring material used therein, and any tax now in effect or increase in the future, may be added to the price between specified. The Seller, because of the manufacture, sale or delivery of the Goods, may at Seller's option, be added to the price between specified.

11. SOFTWARE AND COMPUTER PROGRAMS. Buyer is granted a nonexclusive, irrevocable license only for Buyer's use of the Software. Under this license Buyer may:

- (a) Use the Software with the Goods provided; and
- (b) Adapt the Software for Buyer's use with the Goods. It is recognized and agreed that title to all Control Systems Software provided by Seller shall remain with Seller and that such Control Systems Software shall be furnished to, and used by, Buyer only after execution of Seller's standard license.

12. **MILESTONE PAYMENTS:** Unless otherwise provided in Seller's written quotation, periodic milestone payments shall be made by Buyer when the price of the Goods exceeds \$100,000. In such cases, invoices shall be issued by Seller and paid by Buyer based on the following milestones: Milestone 1: 30% of price upon acceptance of order by Seller. Milestone 2: 30% of price upon release by Seller of approved bills of material to manufacturing for assembly. Milestone 3: 40% of price upon shipment of the Goods by Seller. Seller reserves the right to decrease additional milestones where the Agreement provides for engineering services in excess of \$50,000.

13. **BUYER SUPPLIES DATA:** To the extent that Seller has relied upon any specifications, information, representation of operating conditions or other data supplied by Buyer to Seller in the selection or design of the Goods and the preparation of a quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

14. GENERAL PROVISIONS: (a) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the

[illegible]

proceedings arising under the Agreement shall be only in the Province or State where the Goods involved in such actions were manufactured. (f) If Goods supplied hereunder are to be used in nuclear applications, including, without limitation, any power generation activity, Buyer fully indemnifies Seller pursuant to Seller's "Special Nuclear Terms of Sale", a copy of which is available upon request.