

UTC FIRE & SECURITY CANADA INC.

Standard Terms and Conditions of Sale

Effective Date: March 1, 2013

The following Standard Terms and Conditions of Sale apply to all UTC Fire & Security Canada Inc. products purchased directly from UTC Fire & Security Canada Inc., operating as Chubb Edwards ("Chubb Edwards").

All terms and conditions of sale set forth herein are subject to change without prior written notice. Please check the Chubb Edwards website for the latest Terms and Conditions of Sale at http://en.chubbedwards.com/Documents/Terms_of_Sale_Eng.pdf.

The following Standard Terms and Conditions of Sale shall govern the entire relationship between Chubb Edwards and the Purchaser of Chubb Edwards' product ("Buyer") including but not limited to all negotiations, purchase order acceptance, product sales and product deliveries. All sales of products by Chubb Edwards are expressly subject to and conditioned upon the terms and conditions set forth herein. No conflicting, additional or different terms, provisions or conditions set forth in Buyer's Purchase Order or in other proposals, quotations, confirmations, acknowledgements, acceptances, invoices or similar documents used to facilitate the purchase of any product from Chubb Edwards shall be binding upon Chubb Edwards.

All claims by Buyer shall be made in writing within thirty (30) days from the date of delivery of the equipment except where made under a provision hereof for which a longer period is provided. Failure to present any such claim within the time period allotted herein shall constitute a waiver of such claim or claims.

Chubb Edwards assumes no responsibility for furnishing other equipment or material shown in any plans or specifications for a project to which the goods ordered pertain.

ACCEPTANCE OF PURCHASE ORDERS

Chubb Edwards shall have no obligation, nor shall Chubb Edwards be bound, with respect to fulfilling product requirements on any purchase order received from Buyer, unless the purchase order has been fully acknowledged in writing by Chubb Edwards. In its sole discretion, Chubb Edwards may elect to reject any purchase order submitted by any Buyer for any reason.

SALES AND PAYMENT TERMS

Unless otherwise agreed in writing by Chubb Edwards, all payment terms are net thirty (30) days. All remittances must be in a single payment in the full amount of each applicable invoice, (adjusted for any debit memos), and must be in the form of Buyer company check (drawn on company account with company name), Irrevocable letter of credit (referencing invoice number) or wire or electronic fund transfer (referencing invoice number). Third-party checks, bank checks, and foreign drafts will be accepted only if approved in advance in writing by the Chubb Edwards' Controller and must have accompanying documentation that references invoices being paid.

Past due accounts maybe subject to a 2.0% per month (26.82% per annum) service charge. All payments are to be made in Canadian dollars. If a Buyer's account becomes past due, Chubb Edwards, in its sole discretion, reserves the right to either withhold future product shipments or to only ship product on a "cash in advance" basis until the Buyer's account is paid in full.

CHANGE IN BUYER'S FINANCIAL CONDITION

Chubb Edwards reserves the right to cancel any product order or require full or partial early payment if (1) the solvency or operation of Buyer is in question, (2) Buyer becomes the subject of any bankruptcy proceedings, (3) there is an appointment of a trustee or receiver for Buyer, or (4) Buyer makes an assignment or other arrangement for the benefit of its creditors. Chubb Edwards also reserves the right to cancel or modify Buyer's credit terms at any time.

PRICES

Products will be invoiced at prices in effect on date of shipment (invoice date). Prices are not necessarily valid for other current or future sales. Any invoice errors must be disputed within 30 days of invoice date and are subject to correction by Chubb Edwards. Prices exclude any present or future federal, state, provincial, local or other governmental taxes, duties and tariffs applicable to the sale, transportation or use of products purchased, all of which taxes, duties and tariffs shall be paid by Buyer. International sales are subject to applicable transportation and import duties, licenses and fees, or as agreed to by the purchase order. All prices are FOB shipping point unless otherwise agreed to in writing by Chubb Edwards. All price quotations are valid for sixty (60) days from quotation. Written price quotations are valid only if Buyer obtains directly from Chubb Edwards. All published or quoted prices, terms and conditions are subject to change without notice and do not include service charges to be levied.

DELIVERY, TITLE, AND RISK OF LOSS

Unless Buyer specifies otherwise in writing, (a) goods will be boxed or crated as Chubb Edwards may deem proper for protection against normal handling, and an extra charge will be made for preservation, waterproofing and similar added protection of goods as requested by Buyer; (b) routing will be at Chubb Edwards' discretion, and the goods may be insured at Buyer's expense, value to be stated at order price. All shipments will be FOB shipping point, and title and risk of loss will pass to Buyer when accepted for shipment by the freight company. On-time shipment is dependent upon Buyer promptly supplying all necessary documentation. Chubb Edwards will ship via its preferred carrier unless otherwise directed by Buyer. Chubb Edwards reserves the right to make partial shipments unless specifically stated otherwise on Buyer's purchase order. Buyer must promptly file claims for damaged items with the freight carrier. Acceptance of material from a common carrier constitutes a waiver of any claims against Chubb Edwards for delay or damage, shortage or loss. Chubb Edwards will determine the point of shipment. Products may ship from multiple locations. Title to the Product shall remain with Chubb Edwards until the purchase price is paid in full. Risk of loss or damage to product purchased shall pass to Buyer upon shipment of the product by Chubb Edwards.

EXCUSABLE DELAYS

Chubb Edwards shall use commercially reasonable efforts to deliver products ordered by Buyer as soon as reasonably practicable. In the event of interruption of any such delivery due to causes beyond the reasonable control of Chubb Edwards, including but not limited to fire, flood, acts of God, war, insurrection, vandalism, sabotage, terrorist events, labor disturbances, riots, national emergency, embargoes or restraints, accidents, extreme weather, governmental prohibitions, or inability to obtain necessary materials or components, Chubb Edwards shall not be in breach and shall have the right, in its sole discretion and upon notice to Buyer, to delay or terminate such delivery. Upon receipt of such notice, Buyer shall have the option to change or terminate such orders.

SHORTAGES

Buyer must notify Chubb Edwards Customer Service within ten (10) business days of receipt of a shipment in the event that Buyer receives less than the full quantity ordered (a "shortage"). All claims for shortages shall be waived and released after ten (10) business days of product receipt. At Chubb Edwards' option, shipment will be fulfilled or a credit will be issued to Buyer within 30 days of claim receipt.

WARRANTIES. EXCLUSIVE REMEDIES, AND LIMITATIONS ON DAMAGES

All product sales are subject to the terms of the limited warranty in effect at the time of purchase, (see "UTC Fire & Security Canada Return & Warranty Policy").

Chubb Edwards' warranty is limited to the written warranty it provides to the end user of its Products which guaranties against defects in materials and workmanship for a specified period of time. Buyers acknowledge that neither this nor any other warranty, express or implied have been made to them by Chubb Edwards other than the Products sold by Chubb Edwards pursuant to the purchase order will conform to the size, model, and quantity of the goods set forth in the purchase order. Buyers, agree to cooperate with Chubb Edwards in providing Chubb Edwards' warranty to the ultimate end user of the Product. Buyers are not authorized to, and shall not, change, extend or modify the warranty that Chubb Edwards supplies to the ultimate end user of the Product in any manner.

ALL IMPLIED WARRANTIES AND/OR CONDITIONS (INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE) ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. SOME PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE MAY NOT APPLY TO YOU. THE EXPRESS WARRANTIES MADE IN THIS WARRANTY ARE EXCLUSIVE AND MAY NOT BE ALTERED, ENLARGED, OR CHANGED BY ANY DISTRIBUTOR, DEALER, OR OTHER PERSON, WHATSOEVER.

In no event shall Chubb Edwards be liable for consequential or special damages of any nature which may arise in connection with the Product or any breach or default under these Standard Terms and Conditions of Sale. To the extent permitted by Law the aggregate liability of Chubb Edwards hereunder whether in contract, tort (including negligence) or otherwise, will be limited to the purchase price of the Product. However, the forgoing limitation does not limit the liability of Chubb Edwards for third party claims for injury to, or death of a person, arising from the gross negligence of Chubb Edwards or an alleged defect in the Product.

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PROPRIETARY INFORMATION

Buyer agrees that Chubb Edwards has and claims various proprietary rights in the hardware, firmware, software and the integration of ancillary materials, knowledge and designs that constitute Chubb Edwards products, and that Buyer will not directly or indirectly cause any such proprietary rights to be violated.

CUSTOM PRODUCTS

Intellectual property resulting from the development of custom products (including but not limited to hardware, software and technical documentation) for a buyer are exclusively the property of Chubb Edwards and may not be reproduced, redistributed or resold by Buyer without prior written permission from Chubb Edwards.

EXPORT LAWS

Buyer agrees to comply with all applicable export laws, assurances, codes and license requirements, and controls of the U.S, Canada and other applicable jurisdictions in connection with the use and resale of products including without limitation Buyer's acceptance of responsibility for the payment of any relevant taxes or duties or similar government charges or fees.

DEFAULT, REMEDIES AND TERMINATION

In the event that Buyer fails to make payment when due for Products shipped to it or otherwise breaches any provision of these Standard Terms and Conditions of Sale, Buyer shall be liable for any loss suffered by Chubb Edwards by reason of such breach including but not limited to, costs of collection, attorney's fees, loss of Chubb Edwards's profits, and additional freight, storage, and handling costs. In such event Chubb Edwards and at its sole discretion may also terminate the Purchase Order, require that any shipment of Product be made COD, demand cash in advance prior to filling any orders and place the Buyer on credit hold.

INDEMNIFICATION

Buyer shall indemnify, defend and hold Chubb Edwards harmless from and against any and all third party claims, losses, liabilities and expenses (including without limitation, attorneys' fees) arising from the Products sold hereunder and where the sole basis of the third party claim is the alleged willful or negligent wrong doing of the Buyer.

ASSIGNMENTS

Buyer may not assign or transfer any of its rights or duties under these Standard Terms and Conditions of Sales without the written consent of Chubb Edwards. Chubb Edwards may, in its sole discretion, assign or transfer any or all of its rights or duties hereunder to any person or entity.

SEVERABILITY

In the event any provision of these Standard, Terms and Conditions of Sale should be held unenforceable by a court of competent jurisdiction, such courts hereby authorized to amend such provision so that it will be enforceable to the greatest extent permitted by law, and all remaining provisions shall continue in full force and effect without being affected, impaired, or invalidated thereby.

WAIVER

Any failure by Chubb Edwards to enforce any provision of these Standard Terms and Conditions of Sale shall be not be construed as a waiver of its rights thereafter to enforce each and every provision herein,.

GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the Province of Ontario, Canada.