



GE Fanuc
Embedded Systems

SBS Technologies Group

To Place An Order With GE Fanuc Embedded Systems

GE Fanuc Embedded Systems
1284 Corporate Center Drive, St.Paul, MN 55121-1245
Tel 651-905-4700 . Fax 651-905-4792 . Web www.gefanucembedded.com

Quote Number: 1-1DOO8

Revision: 0

April 26, 2007

Quote Valid for: 30 days

STEPHEN PORDES FERMILAB PO BOX 500 BATAVIA, IL 60510 USA (630) 840-3603 stephen@fnal.gov	Factory Contact: Name: MARK CARLSON Phone#: (651) 905-4770 E-Mail: markg.carlson@gefanuc.com	Payment Terms: 0.00/0/30 On Approved Credit.
	Account Executive: Name: CARY MCCORMICK Phone#: (623) 680-9025 Email: cary.mccormick@gefanuc.com	F.O.B point: ORIGIN
		GSA#: NONE
		Reference:

Comments: Please reference Quotation Number and Revision Number on any correspondence or order. Pricing and availability subject to change.
Fax order to 651-905-4792

Item No	Qty	Part Number	Description	List Price	Net Disc%	Unit Price	Extended Price	Dlvry ARO
1	1	618-3	ASY,F/O PCI-VME 3.3V W/LOOPBACK	\$3,475.00	0%	\$3,475.00	\$3,475.00	4 weeks
Comments: Price quoted is for quantities 1-24. F/O cable required and ordered separately - such as #15-101 (10 meter) @ \$90ea or 15-103 (5 meter) @ \$80 each.								
2	1	15-103	CABLE, FIBER-OPTIC (5 METER)	\$80.00	0%	\$80.00	\$80.00	4-6 weeks
3	1	15-101	CABLE, FIBER-OPTIC (10 METER)	\$90.00	0%	\$90.00	\$90.00	4-6 weeks
Total :							\$3,645.00	

GE Fanuc Embedded Systems, Inc. and its subsidiaries (“GEFES”)

Conditions of Sale

The sale of any products or services or licensing of any software ordered by the customer (“Customer”) is expressly conditioned upon the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in the Customer’s purchase order or other communication are objected to and will not be binding upon GEFES unless specifically agreed to in writing by GEFES’ authorized representative, provided, however, that no preprinted facility entry form shall be binding even if signed by GEFES’ representative. Any order or authorization by Customer, whether written or oral, to furnish products or services or licensing of software shall constitute acceptance of these terms and conditions.

Any GE Fanuc Automation products or services provided hereunder shall be subject to the standard GE Fanuc Automation Conditions of Sale, at <http://www.gefanucembedded.com/support/files/GEFAuto-TCsofi-325.pdf>, which is incorporated by reference herein. Any software provided hereunder shall be subject to the standard GEFES Software License Agreement accompanying such software, at <http://www.gefanucembedded.com/support/files/GEFES-SLA-FINAL-060824.pdf>, which is incorporated by reference herein. Such software is licensed, not sold.

1. WARRANTY

1.1 GEFES warrants to the Customer that GEFES-branded products (“GEFES Products”) (other than software, which is governed by the standard GEFES Software License Agreement) and services sold will be free from material defects in material, workmanship and title and will materially conform to any mutually agreed upon specifications. If such products or services do not meet the foregoing warranties, and Customer promptly notifies GEFES thereof within the applicable warranty period set forth below (other than for warranty of title) and returns such product to GEFES pursuant to GEFES’ applicable Repair and Replacement Policy, at http://www.gefanucembedded.com/support/files/GEFES_Repair_Replace_Policy.pdf, which is incorporated by reference herein, GEFES will correct any such failure by reperforming any defective portion of the services furnished, and, with respect to products, at its option, (i) by repairing any defective or damaged part or parts of the products, or (ii) by making available, FCA GEFES’ facility or other point of shipment (Incoterms 2000) any necessary repaired or replacement parts. Inbound shipping charges to GEFES, including associated taxes, duties, tariffs, etc., shall be paid by the Customer. Return (outbound) warranty repair shipping charges shall be paid by GEFES to the Customer’s destination. If in GEFES’ reasonable judgment such repair or replacing of products or reperformance of services is not practicable, GEFES shall refund or credit monies paid by the Customer for such products or services or, with respect to services, furnish without charge services in an amount essentially equal to those which, in GEFES’ sole judgment, would have been required for re-performance.

1.2 The warranty period for services shall be ninety (90) days from the completion of the services. The warranty period for GEFES Products shall be two (2) years from the date of shipment of such products, except as follows:

(a) the warranty period is one (1) year from the date of shipment for any GEFES Products in a GEFES-provided system which integrates hardware and software into a common platform or enclosure and which contains any assembly not owned, designed and manufactured by GEFES;

(b) the warranty period is ninety (90) days from the date of shipment for GEFES hardware parts contained in the GEFES Service Parts Price Catalog; and

(c) The warranty period of any replacement or repaired product or part shall terminate after ninety (90) days (thirty (30) days for service parts), or with the termination of the warranty period with respect to the original product or part for all replacement parts supplied or repairs made during the original warranty period.

1.3 The warranties and remedies set forth herein are conditioned upon: (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of GEFES; (b) the absence of repairs, modifications or alterations not authorized by GEFES; and (c) Customer promptly notifying GEFES of any defects and, if required, promptly making the product available for correction.

1.4 GEFES warrants non-GEFES manufactured products (including but not limited to micro drives, rotary disks, compact flash, etc.) only to the extent that the manufacturer’s warranty allows GEFES to transfer such manufacturer’s warranty to Customer. GEFES will pass through to Customer any such warranties. Customer’s sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer, if any. GEFES shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to non-GEFES manufactured products. Batteries and failures due to batteries are excluded from all warranties.

1.5 Certain products hereunder may contain remanufactured subassemblies or parts which have been cleaned, refinished, inspected, and tested to new-product standards. The warranty for any such product will be as provided in this agreement or any applicable warranty of the third party manufacturer, if applicable.

1.6 Except as set forth in section 2 below, the preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, products or services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Upon the expiration of the warranty period, all such liability shall terminate. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN THE EVENT THAT GEFES IS UNABLE TO REPAIR OR REPLACE THE PRODUCT IN A TIMELY FASHION, OR ANY WARRANTY PROVIDED HEREIN OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE, CUSTOMER’S RECOVERY OF ANY DAMAGE OR LOSS SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT.**

2. INTELLECTUAL PROPERTY

2.1 GEFES shall retain exclusive rights to its products, intellectual property rights (including copyrights, trademarks, patents and trade secrets), schematics, logic diagrams, and manufacturing processes, and to all modifications thereto funded by Customer’s purchase order. GEFES shall retain ownership and does not convey, nor does Customer or Customer’s final customer obtain any right, title, or interest in, software or firmware, specifications or data furnished or developed by GEFES either prior to or in the performance of Customer’s order. No schematics or source code shall be furnished.

2.2 GEFES warrants that any GEFES Products sold hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If promptly notified in writing and given full authority, information and assistance, GEFES shall defend, or may settle, at its expense, any suit or proceeding against the Customer based on a claimed infringement which would result in a breach of this warranty, and GEFES shall pay all damages and costs finally awarded therein against the Customer due to such breach, other than damages and costs arising from any willful infringement by Customer after receipt of notice of the claimed infringement. GEFES shall not be responsible for any compromise or concession made by Customer without the prior written consent of GEFES. In case any GEFES Products are in such suit held to constitute such an infringement and the use for the purpose intended of said products is enjoined, GEFES shall, at its expense and option, either procure for the Customer the right to continue using said products, or replace same with noninfringing products, or modify same so they become noninfringing, or remove the products and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by the Customer. The foregoing states the entire liability of GEFES for patent infringement.

2.3 GEFES shall have no liability to Customer under Section 2.2 above if the infringement or claim is based in whole or in part upon (a) a product not of GEFES’ manufacture; (b) a product manufactured to Customer’s design; (c) a modification of the product not introduced or approved in writing by GEFES; or (d) the interconnection or use of the product in combination with equipment, software or other devices not made or supplied by GEFES. As to any such product, modification, or use in such combination, GEFES assumes no liability whatsoever for patent infringement and the Customer shall hold GEFES harmless against any infringement claim arising therefrom.

3. SHIPPING AND DELIVERY; TITLE

3.1 Delivery of products will be made FCA GEFES’ facility or other point of shipment (Incoterms 2000). Title to products shipped from the U.S. shall pass to Customer immediately after each item departs from the territorial land, seas, and overlying airspace of the U.S. Title to all other products shall pass when the product is made available for shipment at the point of shipment. Title to services shall pass prorata as the services are performed.

3.2 Unless otherwise agreed by the parties in writing:

(a) GEFES shall determine the method and routing of all deliveries;

(b) delivery dates and times are approximate and based on (i) prompt receipt by GEFES of all information necessary to permit GEFES to proceed with work immediately and without interruption, (ii) Customer’s compliance with the payment terms, (iii) prompt receipt by GEFES of all evidence GEFES may request that any required export or import License, as applicable, is in effect;

(c) the prices for the products include only GEFES' usual factory quality tests; and

(d) partial deliveries shall be permitted.

3.3 If GEFES consents to delay shipments at the Customer's request, payment shall be due on the date when GEFES is prepared to make shipment. In the event of any such delay, title shall pass and the products shall be held at Customer's risk and expense. If the Customer's request is for custom products, or is not received, in writing, at least 30 days in advance of GEFES' originally scheduled ship date, GEFES will assess a fee of one percent (1%) of the total value of the products per month for each month that the shipment is delayed in order to compensate for inventory and material handling/storage costs.

3.4 Products shall be prepared, packed and shipped by or on behalf of GEFES in accordance with good commercial practices unless otherwise agreed by the parties. A complete packing list shall be enclosed with all shipments. Customer agrees to reimburse GEFES for any costs for any non-standard packing, marking or shipping directions contained in the purchase order.

4. PAYMENTS AND FINANCIAL CONDITION

4.1 Unless otherwise agreed by the parties in writing, the following payment terms shall apply: (a) payments shall be due in U.S. dollars without setoff net thirty (30) days from the date of invoice; (b) payment for international transactions will be per Letter of Credit; and (c) payment for product shall become due pro rata as shipments are made and payment for services shall be due as services are performed. Payment shall be made to GEFES' address as shown on GEFES' invoice.

4.2 Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall pay, indemnify and save GEFES harmless from any and all costs and expenses of GEFES' collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. GEFES retains a security interest and right of possession in the articles until Customer makes full payment, and Customer agrees to sign documentation at GEFES' request as reasonably necessary to perfect such interest.

4.3 Unless provided otherwise in GEFES' quote, fifty percent (50%) of any non-recurring engineering charges ("NRE") shall be due and payable at acceptance of the purchase order or contract execution. The balance of such NRE (the "NRE Balance") shall be due and payable within thirty (30) days after completion of the NRE work. In the event of a cancellation of the NRE contract or purchase order after commencement but prior to completion of NRE work, GEFES shall be entitled to payment of a percentage of the NRE Balance equal to the percentage of NRE work completed prior to cancellation, as reasonably determined by GEFES. All NRE charges are nonrefundable.

4.4 Any requests for changes shall be performed only if GEFES and the Customer agree in writing on the specifications of the change and the corresponding changes to pricing and/or schedule.

4.5 If at any time GEFES determines that the Customer's financial condition does not justify continued performance on the terms of payment previously agreed upon, GEFES may require full or partial payment in advance or shall be entitled to terminate this agreement without liability therefor. In the event of the insolvency of the Customer or in the event any proceeding is brought by or against the Customer, voluntarily or involuntarily, under the insolvency laws, GEFES shall be entitled to suspend or terminate this agreement without liability therefor.

5. TAXES AND DUTIES

5.1 Customer shall pay, or reimburse GEFES for, the gross amount of any present or future sales, use, excise, income, value-added or other similar tax applicable to the price, sale or furnishing of any services or products hereunder, or to their use by GEFES or the Customer, or the Customer shall provide GEFES with evidence of exemption acceptable to the taxing authorities.

5.2 Unless otherwise indicated on GEFES' quotation, prices quoted do not include any export/import duties, customs fees or brokerage fees, all of which shall be the responsibility of the Customer.

6. LIMITATIONS OF LIABILITY

6.1 GEFES' LIABILITY ON ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE, OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY PRODUCTS OR SERVICES COVERED BY OR FURNISHED UNDER THIS AGREEMENT OR ANY EXTENSION OR EXPANSION THEREOF (INCLUDING REMEDIAL WARRANTY EFFORTS), SHALL, IN THE AGGREGATE, IN NO CASE EXCEED THE CONTRACT PRICE OF THE PRODUCT OR

SERVICE GIVING RISE TO THE CLAIM. EXCEPT AS TO TITLE TO ANY PRODUCTS FURNISHED, ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED IN SECTION 1 ABOVE.

6.2 IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE, OR OTHERWISE, SHALL GEFES, ITS EMPLOYEES OR SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE CUSTOMER FOR SUCH DAMAGES, AND THE CUSTOMER WILL INDEMNIFY GEFES, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS. IF THE PRODUCTS OR SERVICES BEING PROVIDED BY GEFES WILL BE FURNISHED BY THE CUSTOMER TO A THIRD PARTY BY CONTRACT OR RELATE TO A CONTRACT BETWEEN THE CUSTOMER AND A THIRD PARTY, THE CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING GEFES AND ITS SUPPLIERS THE PROTECTION OF THIS SECTION 6.2 AND THE PRECEDING SECTION 6.1.

6.3 The products to be licensed or sold hereunder are not intended for use in any nuclear, chemical or weapons production facility or activity, any life-support equipment, or other application where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, GEFES disclaims all liability for any damages arising as a result of the hazardous nature of the application in question, including but not limited to nuclear, chemical or environmental damage, injury or contamination, and Customer shall indemnify, hold harmless and defend GEFES, its officers, directors, employees and agents against all such liability, whether based on contract, warranty, tort (including negligence), strict liability, or any other legal theory, regardless of whether GEFES had knowledge of the possibility of such damages.

6.4 If GEFES furnishes the Customer with advice or assistance concerning any products or systems which is not required pursuant to the agreement, the furnishing of such advice or assistance will not subject GEFES to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

7. EXCUSABLE DELAYS

GEFES shall not be liable for breach of its obligations hereunder to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including but not limited to acts of God, acts (or omissions) of the Customer or its suppliers or representatives, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, terrorist-related activities, riot, delays in transportation, or inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities, including any vendor's alleged infringement of third party intellectual property rights. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay. In the event GEFES is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, GEFES shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

8. EXPORT

If Customer exports (or reexports), directly or indirectly, any products or technical data supplied hereunder or any portion thereof, it is Customer's responsibility to assure compliance with U.S. and other applicable export control laws and to obtain any required licenses or approvals in its own name. The Customer is also responsible for the accuracy and completeness of any information or certification provided by Customer for purposes of export control compliance.

9. GOVERNMENT CONTRACTING

In the event that the Customer elects to sell products or services provided hereunder to the U.S. Government or to a prime contractor selling to the U.S. Government, Customer does so solely at its own option and risk, and agrees not to obligate GEFES as a subcontractor other than under the provisions of FAR 52.244-6, Subcontracts for Commercial Items and Commercial Components. Customer remains solely and exclusively responsible for compliance with all other statutes and regulations governing sales to the U.S. Government. GEFES makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations, including without limitation DFAR 252.225-7014, Alt. 1, Preference for Domestic Specialty Metals, other than those contained herein. With respect to Equal Employment Opportunity/ Affirmative Action requirements, GEFES represents that it complies with the following FAR clauses:

FAR CLAUSE	TITLE
52.222-21	Certification of Non-segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans

FAR CLAUSE	TITLE
52.222-36	Affirmative Action for Workers with Disabilities

Use, duplication or disclosure of certain GEFES' software and GEFES' technical data by the U.S. Government is subject to the terms regarding limited rights as set forth in the Rights in Technical Data and Computer Software of DFAR 252.227-7013, subdivision (b)(3) and with respect to technical data as set forth in Technical Data—Commercial Items, DFAR 252-227-7015.

10. CANCELLATION

Customer may, prior to the shipment date requested in Customer's purchase order, cancel delivery of any product ordered provided that: (a) GEFES has received written notice of such cancellation, and (b) Customer shall pay a cancellation charge for each cancelled product as follows, which shall constitute Customer's entire liability to GEFES with respect to the cancelled unit:

Number of days prior to the scheduled shipment date that notice of cancellation is received by GEFES:	Cancellation charge per unit (expressed as percentage of the catalog price):
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STANDARD PRODUCTS

Units	Under \$100K:	Over \$100K Per Order or Any Line Item Exceeding 25
	60 days and over	10%
45 to 59	25%	30%
30 to 44	30%	40%
10 to 29	50%	60%
0 to 9	60%	70%

Special Products*

45 days and over	50%
30 to 44	60%
10 to 29	80%
0 to 9	100%

*A special product is any product developed by GEFES under special contract or any order requiring conformal coating, extended temperature components, or any type of customization requested by the customer.

11. ADDITIONAL PROVISIONS FOR SERVICES

11.1 GEFES shall perform any non-product development related services ("Professional Services") hereunder, and Customer shall make payment to GEFES therefor, in accordance with the schedule and specifications in GEFES' quotation therefor. Upon completion of a Professional Services deliverable, and at GEFES' request, Customer shall provide a certificate of acceptance of each deliverable. Upon final completion of the Professional Services, and at GEFES' request, Customer shall provide a certificate of final completion.

11.2 Either Customer or GEFES may terminate an agreement for Professional Services hereunder for cause, and seek all remedies available to it at law and consistent with this agreement, if the other of them: (a) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law; (b) fails to make payment hereunder when due which failure continues for fifteen (15) days after written notice thereof; or (c) breaches this agreement in any other material respect (for which breach this agreement does not provide exclusive remedies other than termination) and such breach is not cured within sixty (60) days after written notice thereof is given by the non-breaching party (plus reasonable additional time if such breach cannot reasonably be cured within such period and a cure is promptly commenced and diligently pursued).

11.3 GEFES may suspend its performance of Professional Services hereunder if it has the right to terminate for cause pursuant to Section 11.2 above (without waiving its right to terminate for cause). Customer may for its convenience direct GEFES to suspend its performance of services hereunder, provided that it gives at least fifteen (15) days prior written notice thereof to GEFES. In the event of a suspension under this subsection, GEFES shall be entitled to an equitable price adjustment to reflect its expenses associated with such suspension, plus a reasonable profit.

11.4 The provisions of this agreement which by their nature extend beyond the period hereof for the performance of Professional Services, including without limitation those concerning warranty, intellectual property, limitations of liability, excusable delays, payment obligations, and confidentiality, shall survive termination or expiration.

11.5 If professional services hereunder are to be provided at Customer's designated site, the following shall apply:

(a) Customer shall on an ongoing basis provide GEFES access to: (i) such site in a clean, lighted, safe, and level condition; (ii) adequate power sources, networks, telephone and data lines, and other utilities; and (iii) personnel, information and documentation as reasonably required by GEFES. Customer shall be responsible to obtain any required permits, approvals, authorizations or the like applicable to activity hereunder at such site; and

(b) GEFES and Customer shall each maintain the following insurance coverage throughout the time that services hereunder are performed at the Customer's site: (i) commercial general liability insurance with a combined single limit of not less than \$2,500,000 and a general aggregate limit of the same amount. Each shall provide to the other, within ten (10) days of a request, a certificate evidencing such coverage. No insurance coverage shall be deemed to alter any provision hereof (including limitations of liability) or create liability where none exists hereunder.

12. GENERAL PROVISIONS

12.1 These Conditions of Sale, along with any Addendum referenced herein and any other terms and conditions or documents referenced herein, contain the complete agreement between the parties, and no modification, amendment, rescission, waiver or other change will be binding on GEFES unless agreed to in writing by GEFES' authorized representative. The terms "herein," "hereof," "hereunder," and the like shall refer to this agreement as a whole. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on GEFES. The invalidity, in whole or part, of any sections or subsections hereof shall not affect the remainder of such section or subsection or any other section or subsection hereof.

12.2 This agreement shall be governed by the laws of the State of New York without regard to its conflict of law provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

12.3 GEFES reserves the right to subcontract any of its work to one or more subcontractors.

12.4 Customer may not assign any of its rights, duties, or obligations hereunder without the prior written consent of GEFES.

12.5 Customer shall not transmit to GEFES any information, suggestions, or ideas claimed by Customer to be confidential except pursuant to a writing, signed by an authorized representative of GEFES, which identifies such information and addresses its confidentiality.

12.6 The following shall apply only to those transactions where GEFES is a Canadian entity, notwithstanding anything to the contrary herein:

(a) This agreement shall be governed by the laws of the Province of Ontario, Canada.

(b) All references to "WARRANTY" and "WARRANTIES" contained in Section 1.1 shall be deemed to include both warranties and conditions.

(c) The interest rate referred to in Section 4.2 shall be deemed to be eighteen percent (18%) per annum or the highest rate permitted by the laws of Ontario, whichever is less.