The Ensil Group of Companies is a supplier of equipment and solutions for Military Communications, Command & Control, Electronic Warfare Systems and subassemblies.

Ensil’s repair and rework services including its integrated design to production expertise are ideally suited for Land, Air and Sea based Defense Electronics Systems and Sub-Systems.

Ensil is a Prime Defense Contractor with the Canadian CAGE code L1679, registered with the Canadian Controlled Goods Directorate, the US CAGE code 52GG4, registered to Directorate of Defense Trade Controls (DDTC), under the Department of State for ITAR and having Military Technical Data Agreement DD 2345. We are positioned to be your global supply chain partner.
Why Ensil is Different:

- Average turn-around time of 4-15 working days
- Rush service providing turn-around times of 24 to 72 hours
- Repair costs as low as 30% of the OEM’s charge
- Technical support 7 am to 7 pm EST
- Expertise in Embedded Design and Simulation
- Digital Schematics Design and Simulation
- 100% of all repairs are done in-house
- Locations in the U.S. and Canada with worldwide shipping capabilities
- Over 1,000,000 parts in inventory with real time barcode tracking
- Employing Electrical, Electronics, and Mechanical Engineers
- IPC-Authorized Training Facility for IPC-A-610, J-STD-001, IPC-7711/7721
- No charge, no obligation repair estimates
- Extensive warranty on the work performed
- Specializing in the repair and refurbishment of obsolete items and legacy sustainment
- ISO 9001-2008 registered
Message from President and CEO Farsad Kiani

The Code of Conduct

Code of Conduct – Responsibilities

Code of Conduct – No Retaliation

Comply with Laws and Regulations

Treat People with Respect and Dignity

Respect for Human Rights

Ensure a Safe Workplace

Maintain Our Financial Integrity

Accurately Charge Labor and Other Costs

Appropriately Retain Records

Abide by Antitrust Laws

Avoid Conflicts of Interest, Disclose Potential Conflicts

Rules For Hiring Former Government or Competitor Employees

Protect Our Reputation in the Global Business Arena: Anti-Corruption

Ensure Export Controls and Anti-Boycott Compliance

Steer Clear of Accepting or Giving Improper Gifts

Market, Bid, Negotiate, and Perform in Good Faith

Engage Only in Lawful and Authorized Political Activity

Ensure Quality in Our Products and Services

Protect Ensil’s Intellectual Property and Proprietary Information

Appropriately Use Company Assets

Using Social Media and Communicating Company Information Responsibly

Report Any Illegal or Unethical Behavior

Changes to or Waivers from the Code of Conduct

Warranty Terms and Conditions, Ensil Technical Services Inc

Warranty Terms and Conditions, Ensil Inc
Message from the President and CEO

Dear Fellow Employee,

Ensil’s Code of Conduct is the foundation of our Company’s commitment to the highest ethical standards. For over thirty (30) years, we have worked very hard to establish a culture of integrity and complete transparency. This Code sets the tone and guidance for Ensil’s business practices and the Ensil’s employees, management, and stakeholders on behalf of our customers around the globe.

This Code is critically important to the health, vitality and success of Ensil. It helps us make decisions that are not only effective, but consistent with the values and principles we hold dear.

I ask that you consider this guide to be your starting point. Our ethical standards of business conduct — indeed our entire set of corporate values — are a continuous journey that we take together. I hope that you will find this Code of Conduct useful as a personal primer on ethical business conduct, not only today, but in the future.

Sincerely,

Farsad Kiani
President and CEO
Ensil Technical Services Inc.
**OUR VALUES**

- **People**
  - Treat people with respect and dignity.
  - Welcome diversity and diverse opinions.
  - Collaborate with our fellow employees to improve their skills.
  - Recognize and reward accomplishment.
  - Foster teamwork and collaboration.

- **Integrity**
  - Be honest, forthright and trustworthy.
  - Use straight talk; no hidden agendas.
  - Respect ethics, laws, and regulations.

- **Commitment**
  - Honor commitments to customers, shareholders, suppliers, the community, and each other.
  - Accept personal responsibility to meet commitments; be accountable.

- **Excellence**
  - Improve performance continually.
  - Achieve innovation in all that we do.
  - Stress quality, productivity, growth, best practices, and measurement.
  - Always strive to be the best.
The Code of Conduct
Ensil’s Values of People

Integrity, Commitment, and Excellence are the foundation of our Code of Conduct. The Code provides further guidance about business behavior expected of us as we work and interact with fellow employees, customers, suppliers and other stakeholders.

The Code applies to Company directors, officers and employees, and in certain respects to suppliers, consultants, representatives, and agents. The Code is fundamental to how we do business and reinforces the responsibilities we all share in protecting Ensil’s reputation.

Employees are encouraged to contact their supervisor or myself to resolve concerns, report potential violations of policy of the Code or to get advice on ethics-related issues.

Responsibilities
Responsibilities of employees:
Foster a culture of ethical behavior. Understand and adhere to the standards of behavior outlined in the Code of Conduct and related Company policies, guidelines and rules. Seek advice from appropriate Company resources to resolve questions or concerns about a course of action. Report instances of observed or suspected misconduct to your supervisors and/or my office. Cooperate with an investigation of alleged misconduct or alleged violation of policy, procedure, rule, regulation or the law. Follow approved processes.

Responsibilities of leaders:
Act with integrity and serve as an ethical role model for others. Promote a culture of compliance and integrity regarding policies, procedures, regulations, and laws. Foster an open work environment where employees are comfortable raising questions or concerns without fear of retaliation. Communicate and demonstrate intolerance of unethical behavior. Coach others and directly respond to support others when ethical issues are raised. Enlist available resources, including subject matter experts, to assist in resolving issues. Earn and inspire trust by leading according to Ensil Values. Ensure employees complete required ethics awareness, compliance and other relevant ethics education.
No Retaliation

It is strictly prohibited to take any adverse action against anyone who reports conduct that he or she reasonably believes is illegal or otherwise violates the Code, even if the report is ultimately mistaken. An employee will not be discharged, demoted, suspended, threatened, harassed or in any way subject to adverse treatment in the terms and conditions of employment because of any such report, including reports made to government agencies or other branches of government. An employee found to have retaliated against a reporting individual will face disciplinary action and possible termination of employment.

Comply with Laws and Regulations

All directors, officers, employees, and business partners such as suppliers, consultants, and representatives must obey the applicable laws and regulations.

Because we are a government contractor, the laws and regulations affecting Ensil are complex. It is important to forward your questions to me so I can seek advice from our corporate lawyer to ensure compliance.

U.S. Federal Acquisition Regulations and similar regulations and reporting requirements applicable internationally require government contractors such as Ensil to disclose certain suspected violations of law to the Inspector General of the Department of Defense (or to the Inspector General of the relevant government agency holding the contract), and to the contracting officer. Therefore, it is important for employees and managers to promptly report suspected violations of the Code, law or regulations to their supervisors or my office.

If the Company has credible evidence that a federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations of Title 18 of the U.S. Code has been violated, the mandatory disclosure regulation is triggered and the Company must notify the appropriate authorities.

Mandatory disclosure is also required for suspected violations of the civil False Claims Act and for significant overpayments to the Company on a contract. The regulation is intended to ensure that any fraud or corruption discovered in connection with a contract is surfaced and corrective action is taken. Significant fines, suspension, or debarment from U.S. Government contracts, as well as serious reputational harm to the Company may result from failure to comply with this regulation.
Repair, Rework, Test & Inspection of Electronics Circuit Boards & Assemblies
Treat People with Respect & Dignity

Employees are expected to treat fellow employees, customers, and business partners with respect and dignity. We value an inclusive workforce because it promotes diversity of thinking and helps us reach solutions that help us achieve excellence and meet the needs of our customers. We are committed to fair employment practices.

Our employment-related decisions are made without regard to race, color, creed, religion, national origin, sex, sexual orientation, gender identity and expression, age, disability, or veteran status.

Ensil leaders at all levels have a special obligation to encourage an open work environment and ethical culture where employees are treated respectfully and may raise issues or concerns without fear of retaliation.

Respect for Human Rights

The Company’s policies, practices and procedures reflect a strong commitment to respect human rights. This commitment is manifest in a number of ways. The Company’s stated values include commitments to treat people with respect and dignity; to welcome diversity and diverse opinions; to respect ethics, laws and regulations; and to operate with integrity in all our business dealings. These values are reflected in the Company’s efforts to promote employee health and safety, equal opportunity, and to create an inclusive and ethical culture for its employees. We engage in active collaboration with employee representatives on an array of issues including safety, the prevention of sexual harassment and promotion of an inclusive work environment.

The Company is committed to fair and competitive wage structures for all of its employees.
Ensure a Safe Workplace

Ensil strives to protect the environment and the health and safety of our employees. The Company ensures compliance with applicable environmental laws and regulations and provides a safe and healthy workplace for our employees. We strive to do no environmental harm, and each employee is responsible for observing sensible environmental practices. We maintain a drug free, smoke free, secure workplace where employees are attentive to hazard prevention. Each employee is responsible for following safety and health rules and reporting to appropriate leadership any accidents, injuries, unsafe equipment, unsafe work practices or conditions.

Ensil pursues sustainability and environmental protection initiatives, including reduction of waste, emissions and energy use, utilization of renewable energy and water conservation.

Maintain Our Financial Integrity

The Company’s financial books, records, cost accounts, and financial statements shall properly document all assets and liabilities, accurately reflect all transactions, and be maintained in accordance with Company policy and applicable laws and regulations.

Company funds may not be used for any unethical purpose. No false entries shall be made on the books or records of the Company or its subsidiaries for any reason. Undisclosed or unrecorded funds or assets may not be established. All Company books, records, accounts, and financial statements must be maintained in reasonable detail, must appropriately reflect the Company’s transactions, and must conform to applicable legal requirements and to our system of internal controls.

Any concerns about financial reporting should be raised with supervisors, the Finance Department or myself. Those who become aware of employee questions or concerns must make sure that these issues are properly elevated within the Company to ensure an appropriate response.
Accurately Charge Labor and Other Costs

Accurately charging labor, material, and other costs is essential to maintaining the integrity of customer billings, financial reporting, and planning. Knowingly charging an unauthorized account or cost objective, knowingly approving such mischarging or shifting costs to improper accounts is prohibited.

Where a U.S. Government contract is affected by such mischarging, the Company is obligated by the Federal Acquisition Regulations to disclose its findings to the appropriate Inspector General. Each employee is responsible for ensuring that labor, travel, material, and other expenses are recorded truthfully.

Appropriately Retain Records

Records must be retained or destroyed in accordance with Company records management policy. In the event of litigation or governmental investigation, I should be consulted for guidance regarding record retention issues. I may issue a “litigation hold” letter or instructions in certain instances; all employees must strictly adhere to such instructions.
Abide by Antitrust Laws

We compete fairly and honestly, not through unethical or illegal business practices in restraint of trade which may reduce competition.

We abide by applicable antitrust laws whenever we form alliances or teams, and wherever we do business. We prohibit entering into agreements with competitors to influence prices to boycott specific suppliers or customers; to allocate customers or territories; to limit production or sale of products or product lines for anti-competitive purposes; or to engage in other anti-competitive behavior. Employees involved in any dealings with competitors should never engage in anti-competitive discussions and if approached by anyone to enter such discussions, must report the matter to the Office of President.

Avoid Conflicts of Interest, Disclose Potential Conflicts

Directors, officers, employees, suppliers, consultants, representatives and agents are required to avoid conflicts of interest between their obligations to the Company and their personal affairs, or other business interest or relationships. Any relationship or activity which may influence or appear to influence performance of one’s duties to the Company must be disclosed to my office for review and resolution.

A competing personal interest could interfere with the Company’s interest, for example, where an individual has a direct and personal interest in a transaction or situation that could affect his or her judgment and divide loyalty to the Company with loyalty to one’s own interest.

Examples of such conflicts include: dual or prior employment by a customer, competitor, or supplier; placement of business where the employee or family member has a financial stake; acting independently as a consultant to a customer or supplier of Ensil; or accepting anything of value not approved pursuant to policy from a supplier or potential supplier.

Appearances are important, and avoiding the appearance of a conflict of interest should be our guide in this area.

Directors, officers and employees are prohibited from personally taking opportunities for themselves discovered through the use of Company information, position or property without the consent of the Board of Directors. No Company information, position or property may be used for improper personal gain and no director, officer or employee may compete with the Company directly or indirectly.
Rules For Hiring Former Government or Competitor Employees

Any discussion or contacts with current or former Government employees (military or civilian) for the purpose of exploring potential employment or consulting opportunities with the Company are subject to conflict of interest laws and regulations. Similarly once hired or retained, these individuals may be prohibited from certain tasks and duties that relate to their prior responsibilities.

When hiring an employee who has worked for a competitor or other third party, we must ensure that proprietary information and intellectual property from a prior employer is not brought into the Company or used by Ensil in violation of an employee’s obligations to his or her former employer. Likewise when leaving the Company, employees are not permitted to take proprietary information.

Protect Our Reputation in the Global Business Arena: Anti-Corruption

Ensil expects its employees, suppliers, consultants, representatives, and agents to protect the Company’s reputation for integrity in the global marketplace. Ensil prohibits improper international business practices and complies with all applicable laws, such as the U.S. Foreign Corrupt Practices Act (FCPA), similar laws of host nations such as the UK Bribery Act, and related anti-bribery conventions.

The FCPA prohibits offering anything of value to foreign officials for the purpose of influencing that foreign official or to secure any improper advantage in order to obtain or retain business, and the FCPA also requires strict internal accounting controls to prevent concealment of bribery or other financial transactions.
Ensure Export Controls and Anti-Boycott Compliance

U.S. export laws and regulations, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR), require U.S. Government approvals for international transfers of certain technical data, equipment, or technology. Exporting such items without proper authorization to “non-U.S. persons” (as defined by the regulations) may have severe business consequences.

It is important that we abide by the terms and conditions of the ITAR licenses we obtain. Imports, also are strictly controlled and are subject to additional regulations and procedures. The export licensing and controls area, as well as rules pertaining to the import of goods and services are quite complex. Consultation with our legal advisors is necessary to ensure export compliance prior to negotiating any foreign transaction to avoid even inadvertent violations.

In addition to laws and regulations that govern the import and export of technology, certain countries may be subject to economic sanctions under the administration of the Office of Foreign Asset Controls of the US Treasury and we may be prohibited from doing business with them. We must ensure that we comply with all applicable laws and regulations prohibiting doing business within certain countries. You should consult with my office if you have any doubts about the propriety of doing business with certain countries.
Steer Clear of Accepting or Giving Improper Gifts

Company business courtesies and conflict of interest policies require compliance with laws and the use of good judgment concerning giving or accepting gifts and other “things of value”. Employees involved in purchasing goods and services for the Company should not accept gifts from suppliers of more than nominal value (less than $20), such as promotional items, in order to avoid the appearance of favoritism. Gifts offered by employees to commercial customers must be reasonable and are also governed by Company policy.

With supervisory approval and where there is no conflict of interest, other employees may accept gifts and other business courtesies up to $100 (U.S.) in value. Acceptance of any gift above $100 in value must be reviewed with and approved by my office.

Company policy allows accepting meals or entertainment so long as it is infrequent, not lavish, and supports Company business interests (such as relationship building with business partners). It is never permissible for Ensil employees to solicit gifts or business courtesies. Government employees both in the U.S. and in other countries are subject to varied and complex rules that often prohibit them from accepting any items of value except as specifically provided under relevant regulations. For example, U.S. Government Executive Branch employees typically may only accept gifts (including food and refreshments) valued at $20 or less on a single occasion and not exceeding $50 in a calendar year. Gifts to any elected officials may only be given in strict conformance with applicable laws and subject to advance approvals specified by Company policy.

Please ask for guidance from my office if you are considering offering gifts or other business courtesies to government employees of any nation. We also comply with the U.S. Anti-Kickback Act which similarly prohibits giving anything of value to an employee of a prime U.S. government contractor or higher tier subcontractor in order to obtain or reward favorable treatment.
Market, Bid, Negotiate and Perform in Good Faith

Truthful and accurate communication of information about our products and services is essential in meeting our commitments to our customers.

Employees must be honest in marketing, in preparing bid proposals based on properly estimated cost and pricing data, and in truthfully negotiating contracts. We must never do anything to compromise the integrity of the bidding process.

Excellence in performance must be based on our compliance with contract specifications and associated quality and testing requirements.

We seek to outperform our competition fairly and honestly and never through unethical or illegal business practices such as the use of intellectual property or other proprietary information not owned by Ensil or authorized for use by the rightful owner.

Engage Only in Lawful and Authorized Political Activity

Voluntary involvement of employees in the political process is encouraged by the Company but participation must be on an employee’s own time and at the employee’s expense and without use of Company assets.

Ensil’s contributions or expenditures on behalf of any candidate or political party are made in full compliance with relevant laws and regulations. Ensil policy provides a lawful approval process for any political expenditure made on the Company’s behalf.
Repair, Rework, Test & Inspection of Electronics Circuit Boards & Assemblies
Ensure Quality in Our Products and Services

The success of both Ensil and our customers depends on all of us emphasizing quality and excellence in the products and services we provide. This means having a mission assurance mindset and complying with all contract and government requirements.

Employees should take personal responsibility and make compliance with quality standards a priority to build on the Company’s record of excellence, give the Company a competitive advantage and protect our reputation, while abiding by government laws and regulations.

Every inspection and test specified in a contract must be performed and properly documented. If a change to a contract requirement is considered, the customer must be notified and give advance approval of the change. It is important to follow approved Company processes to guard against product substitution or the use of counterfeit parts that do not conform to contract requirements.
Protect Ensil's Intellectual Property and Proprietary Information

Ensil’s proprietary information is among our most important assets and must be safeguarded.

This proprietary information includes our ideas and inventions, our innovative customer solutions, our financial information and technical business data, and our technology and business plans and other trade secrets.

We have an obligation to maintain the confidentiality of and protect our Company proprietary information, as well as classified government information and third party proprietary information that has been entrusted to us.

You should follow all applicable security guidelines and policies and take other reasonable steps to ensure that unauthorized use or disclosure of these assets does not occur. Likewise, employees may not use the proprietary information of a third party, such as a competitor, regardless of how it was obtained, except with proper authorization from the owner or as allowed by applicable law. All of these obligations continue even after leaving Ensil.
Appropriately Use Company Assets

The Company provides business tools, such as computers, Internet access, telephones, and a wide variety of other equipment to enable us to be productive contributors to Ensil’s success. Personal use of these items for personal benefit is strictly prohibited.

Using Social Media and Communicating Company Information

Employees must be aware of relevant policies and requirements for obtaining or disseminating Company information to others through social media and or internet. Sometimes an employee’s access to specified information could be controlled by a non-disclosure agreement with a third party. In other cases, making Company information public requires prior review and approval by my office.

Our clients’ trust and privacy are of paramount importance to Ensil and are a foundation of Ensil’s business policy and philosophy.

While still employed at Ensil, please refrain from identifying yourself as an employee of Ensil on social media such as LinkedIn, Facebook, Twitter, etc, unless you have been authorized by your manager and a special permission is issued to you as part of your business duties to do so.

Exercise care and good judgment to protect Ensil’s interests and reputation, respect copyrights and fair use, and always protect confidential and proprietary information of Ensil, our customers, vendors, and business partners.
Report Any Illegal or Unethical Behavior

Observed potential illegal or unethical behavior believed to violate the Code of Conduct must be reported to your supervisor or to my office. Reports of alleged misconduct will be investigated and employees are expected to cooperate with internal investigations. Substantiated allegations are resolved through appropriate corrective action and/or discipline. Retaliation is prohibited for reports of alleged misconduct made in good faith.

Directors, officers, and employees are also expected to seek advice from management or the office of the President to determine the best course of action when in doubt about how to respond ethically in a particular situation.

Changes to or Waivers from the Code of Conduct

If a director or executive officer seeks a waiver from the Code, for example, with respect to a conflict of interest issue, the matter should be reviewed first with the Company’s Senior Vice President. A waiver may be made only by the office of the President and will be promptly disclosed as required by law or regulation.
1. General. In these terms and conditions, Ensil Technical Services, Inc. is referred to as “Seller” and the party to whom Seller’s quotation or repair estimate is addressed is referred to as “Buyer.” All quotations, repair estimates, authorizations to proceed, order acknowledgments, invoices, and sales of Seller’s services, repairs, manufacturing, or other work are subject to these terms and conditions. Any purchase order or other communication from Buyer that contains terms and conditions in addition to or inconsistent with Seller’s terms and conditions will not be binding upon Seller. Failure of Seller to object to provisions contained in any purchase order or other communication from Buyer will not be construed as a waiver of Seller’s terms and conditions nor an acceptance of any of Buyer’s provisions. Seller’s quotation or repair estimate, Buyer’s authorization to proceed, Seller’s order acknowledgment, Seller’s invoice, and these terms and conditions (the “Sale Documents”) constitute the entire agreement between Buyer and Seller with respect to the sale of Seller’s services, repairs, manufacturing or other work (the “Transaction”). The Sale Documents supersede all other oral and written communications, representations, and understandings. The Sale Documents and Transaction are governed by New York law, without reference to the laws of any other jurisdiction, including choice of law. Any action or proceeding arising out of or relating to the Transaction or Sale Documents must be commenced in New York State Supreme Court, Niagara County, or the United States District Court, Western District of New York, in Buffalo, NY. Buyer consents to personal jurisdiction in said courts for purposes of any such action or proceeding.

2. Quotations/Repair Estimates. Written quotations and repair estimates expire 30 days from the date issued unless otherwise stated in the quotation or repair estimate. After expiration, the quotation or repair estimate may be honored at Seller’s sole discretion, or be re-quoted or re-estimated.

3. Acceptance of Orders. Buyer must return a signed copy of Seller’s quotation or repair estimate as Buyer’s authorization to proceed with the Transaction. Buyer’s authorization to proceed constitutes acceptance of Seller’s terms and conditions, and the Transaction becomes non-cancellable by Buyer. Any accompanying purchase order or other communication from Buyer that contains terms and conditions in addition to or inconsistent with Seller’s terms and conditions will not be binding upon Seller unless the specific term or condition is recited in a subsequent order acknowledgment issued by Seller. Any signature of Buyer’s purchase order by Seller shall not be construed as an acceptance of any of Buyer’s terms or conditions under any circumstances and shall be construed only as evidence that Seller received the document. Any reference to Buyer’s purchase order number or work order in Seller’s quotation, repair estimate, order acknowledgment, shipping document, invoice, or other communication is for reference purposes only and shall not constitute or be construed as an acceptance of any of Buyer’s terms and conditions. At Seller’s sole discretion, Seller may require Buyer to enter into a Confidentiality Agreement or Non-Disclosure Agreement as a condition to Seller’s performance of the Transaction.

4. Specifications. Unless otherwise expressly agreed in a writing signed by an authorized representative of Seller, Buyer acknowledges that Seller is not obligated to perform repairs or services to the Buyer’s or the original equipment manufacturer’s specifications for the device or equipment being serviced or repaired. Seller will perform repairs and services in accordance with IPC standards for electronic printed circuit boards and reasonable industry practices for commercial electronic repair and service, which include the use of non-OEM repair parts. If Buyer provides any specifications or designs to Seller to construct prototypes or manufacture devices, Buyer will defend and indemnify Seller for all claims, costs and expenses (including attorney’s fees and disbursements) arising out of or relating to any patent, trademark or copyright infringement claims due to Seller’s compliance with Buyer’s specifications and designs. Seller will not be responsible for the accuracy or suitability of Buyer’s specifications and designs for Buyer’s intended use or for the performance of any devices or equipment manufactured by Seller in conformance with Buyer’s designs and specifications.

5. Delay. All quoted or estimated turn around times, delivery dates, and shipping dates are estimates only, and time is not of the essence. Any rush or expedited dates to which Seller agrees will be in writing and subject to additional surcharges.

6. Payment and Credit. Unless satisfactory credit is established with Seller, payment in full is required when Buyer issues authorization for Seller to proceed. In any action, proceeding, or claim brought by Seller against Buyer for non-payment, Seller is entitled to recover its attorneys’ fees, costs, and expenses.

7. Shipping and Risk of Loss. Seller will notify Buyer in writing when Buyer’s order is ready, and Buyer shall have 30 days from the date of notification (“Initial 30 Day Period”) to deliver to the Seller all export permits and government authorizations required by The US Department of State and/or The United States Customers and Border Protection for the export of the goods and/or The U.S. Department of Commerce for the export of the equipment or devices (“the Product”) outside of the United States Of America or release of restricted Product. If all export permits and/or government authorizations permitting the release of Product required by law are not provided to the Seller within the Initial 30 Day Period, the Product is forfeited to the Seller without recourse of any kind or entitlement to refund of any payment for the Product previously made by the Buyer. If the Seller receives all of the aforesaid export permits and government authorizations that are required by law from the Seller within the Initial 30 Day Period, the Seller will advise the Buyer that the Product is available for pick up at Seller’s facility in Niagara Falls, New York for a further 30 day period (“Second 30 Day Period”) with no freight allowed. If the Product is not picked up by the Buyer within the Second 30 Day Period, the Product is forfeited to the Seller without recourse of any kind or entitlement to refund of any payment for the Product previously made by the Buyer. Seller will have no liability whatsoever to the Buyer for the Product, and Seller will be entitled to dispose of the Product as the Seller sees fit and retain any proceeds without accounting to or reimbursing the Buyer. The Buyer is responsible for all packaging and shipping costs, insurance, cost of exporting

(Continued on next page)
outside of USA, obtaining permits and authorizations from government regulators, and arrangements for the transport from Seller’s facility to the destination Buyer chooses. Under no circumstance will the Seller be liable or responsible for export of Product outside of USA, late, delayed, lost or damaged shipments. The Buyer acknowledges that any information about the source of the Product, placing of orders for Product, Seller’s suppliers, business records, financial records, correspondence, business opportunities and customer lists is confidential information of the Seller (“Confidential Information”), which under no circumstances will the Seller be required to disclose to the Buyer; Buyer acknowledges that it would cause irreparable harm to Seller’s business if Seller were required to disclose the Confidential Information.

8. Limited Warranties. Seller warrants its services and repairs will be free from defects in parts, labor, and workmanship for a period of 120 days from the date of pickup or shipping from Seller’s facility. Unless otherwise agreed to in a writing signed by an authorized representative of Seller, and for additional cost, Seller’s 120-day warranty period will not be extended. Seller’s limited warranty is made exclusively to Buyer and is non-transferable. Seller warrants that Seller’s prototypes and Seller’s manufactured devices will be free from defects in labor and workmanship for a period of 120 days from the date of pickup or shipping from Seller’s facility and will conform to the design and parts specifications agreed to by Seller in writing. Seller makes no warranty as to the performance of the prototype or manufactured device in Buyer’s intended use or application. Seller’s warranty on prototypes and manufactured devices does not extend to any parts, components, or products manufactured by others and incorporated by Seller into the prototype or manufactured device. Seller passes on to Buyer any available warranty provided by the manufacturer or supplier of any such parts, components, or products to the extent permitted by the terms thereof.  

**SELLER’S WARRANTIES ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THIS EXPRESS LIMITED WARRANTY.** These limited warranties do not cover damage from shipping, defective packaging, transport, Electro Static Discharge, abuse, misuse, installation, power surges, improper maintenance, accident, negligence, wear and tear, alterations, tampering, or exposures to moisture, weather, radiation, or to any other harmful conditions. Seller’s limited warranty covers only the repair and service work performed by Seller as authorized and paid for by Buyer; and does not include software or firmware embedded in internal circuit boards, chips, or other electronic components of the device. Any warranty claims by Buyer must be submitted to Seller as soon as possible after the defect is discovered, but in no event later than five business days following the expiration of the warranty period, by returning, at Buyer’s sole cost and expense, the equipment or device to Seller for inspection along with written notice of the warranty claim that includes a description of the claimed defect. If determined by Seller that Seller’s parts, labor, or workmanship were defective, Seller will repair or replace the warranted work and return the equipment or device at Seller’s expense. If determined by Seller that Seller’s parts, labor, or workmanship were not defective, or the device or equipment has other defects or damage unrelated to Seller’s warranted work, Seller will contact Buyer to advise of potential options. Seller’s limited warranties are Buyer’s sole remedy for any claimed defects or deficiencies in Seller’s services, repairs, prototypes, manufacturing, or other work.

9. Limitation of Liability. Buyer assumes all risks and liabilities resulting from the use of any repaired devices or equipment, or any prototypes or manufactured devices, whether used independently or in combination with other equipment, devices, persons, or substances. Seller will not be liable for damages to any persons or property arising out of or relating to use, abuse, alterations, repairs, modifications, tampering, accidents, or any attempts to use equipment, devices, prototypes, or manufactured items that are in a damaged or defective state. **UNDER NO CIRCUMSTANCE WILL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, CONTINGENT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE.** Seller’s liability with respect to a claim for damages arising out of or related to the manufacture, sale, purchase, repair, servicing, use, or performance of any device or piece of equipment repaired, serviced, or manufactured by Seller will in no event exceed the price Buyer paid to Seller for the servicing, repairing, manufacturing, or other work performed by Seller on such device or equipment.

10. Force Majeure. Seller shall not be liable for failure to perform if performance is made impracticable due to any occurrence beyond its control, including, but not limited to, acts of God, terrorism, fires, floods, wars, sabotage, accidents, labor disputes, shortages, governmental laws, ordinances, rules and regulations, priorities, requisitions, allocations, price adjustments, inability to obtain raw material or parts, and any other similar or different occurrence. In the event Seller is unable to perform or complete the Transaction for any of the above reasons, Seller will contact Buyer to advise and discuss alternative options, if any.

11. Indemnification. If Seller or any of Seller’s subcontractors (including Ensil Canada Ltd.) is made a party to any action, arbitration, or proceeding involving Buyer, any persons deriving title from Buyer, or any other third party on the basis of breach of warranty, breach of contract, negligence, strict liability, or other claim arising out of or relating to Seller’s service, repair, or manufacturing work, Buyer will, to the fullest extent permitted by law, defend, indemnify and hold Seller and Seller’s subcontractor harmless for all damages, costs, attorneys’ fees, and expenses in connection with such action, arbitration, or proceeding, unless it is finally adjudicated that Seller and Seller’s subcontractor was solely negligent or solely at fault. Seller and Seller’s subcontractor shall also be named as additional insureds on Buyer’s insurance, which shall afford primary coverage to Seller and Seller’s subcontractor. Seller and Seller’s subcontractor shall be entitled to representation by counsel of their own choosing at Buyer’s expense.

12. Taxes and Other Charges. Buyer will pay any manufacturers’ tax, retailer’s occupation tax, use tax, sales tax, duty, custom inspection or testing fee, or any other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transaction between Seller and Buyer.
Warranty Terms and Conditions, Ensil Inc.

1. General. In these terms and conditions, Ensil Inc. is referred to as "Seller" and the party to whom Seller’s quotation or repair estimate is addressed is referred to as "Buyer". All quotations, repair estimates, authorizations to proceed, order acknowledgments, invoices, sales of Seller’s services, repairs, manufacturing, or other work, sales of merchandise and goods are subject to these terms and conditions. Any purchase order or other communication from Buyer that contains terms and conditions in addition to or inconsistent with Seller’s terms and conditions is not binding upon Seller. Failure of Seller to object to provisions contained in any purchase order or other communication from Buyer will not be construed as a waiver of Seller’s terms and conditions or as an acceptance of any of Buyer’s provisions. Seller’s quotation for services or goods, or Seller’s repair estimate, Buyer’s authorization to proceed, Seller’s order acknowledgment, Seller’s invoice, and these terms and conditions (the “Sale Documents”) constitute the entire agreement between Buyer and Seller with respect to the sale of Seller’s services, repairs, manufacturing or other work (the “Transaction”). The Sale Documents supersede all other oral and written communications, representations, and undertakings. The Sale Documents and Transaction are governed by the laws of the Province of Ontario, Canada without reference to laws of any other jurisdiction, including choice of law, and any action or proceeding concerning them shall be tried exclusively in the Courts of the Province of Ontario, to which Buyer attorns.

2. Quotations/Repair Estimates. Written quotations and repair estimates expire 30 days from the date issued unless otherwise explicitly stated by Seller in writing.

3. Acceptance of Orders. Any accompanying purchase order or other communication from Buyer that contains terms and conditions in addition to or inconsistent with Seller’s terms and conditions will not be binding upon Seller unless the specific term or condition is recited in a subsequent order acknowledgment issued by Seller. Any signature of Buyer’s purchase order by Seller shall not be construed as an acceptance of any of Buyer’s terms or conditions under any circumstances and shall be construed only as evidence that Seller received the document. Inclusion of Buyer’s purchase order number or work order in Seller’s quotation, repair estimate, order acknowledgment, shipping document, invoice, or other communication is for reference purposes only and shall not constitute or be construed as acceptance of any of Buyer’s terms and conditions.

4. Specifications. Unless otherwise expressly agreed in writing signed by an authorized representative of Seller, Buyer acknowledges that Seller is not obligated to perform repairs or services to Buyer’s or the original equipment manufacturer’s specifications for the device or equipment being serviced or repaired. Seller will perform repairs and services in accordance with IPC standards for electronic printed circuit boards and reasonable industry practices for commercial electronic repairs and service, which include the use of non-OEM repair parts. If Buyer provides any specifications or designs to Seller to construct prototypes or manufacture devices, Buyer will defend and indemnify Seller for all claims, costs and expenses (including lawyers’ fees and disbursements) relating to any patent, trademark or copyright infringement claims due to Seller’s compliance with Buyer’s specifications and designs. Seller will not be responsible for the accuracy or suitability of Buyer’s specifications and designs for Buyer’s intended use or for the performance of any devices or equipment manufactured by Seller in conformity with Buyer’s designs and specifications.

5. Delay. All quoted or estimated turnaround times, delivery dates and shipping dates are estimates only, and time is not of the essence. Any rush or expedited dates to which Seller agrees will be in writing and subject to additional surcharges.

6. Payment and Credit. Unless satisfactory credit is established with Seller, payment in full is required when Buyer issues authorization for Seller to proceed. In any action, proceeding or claim brought by Seller against Buyer for non-payment, Seller is entitled to recover its lawyers’ fees, costs and expenses on a substantial indemnity basis.

7. Shipping and Risk of Loss. Seller will notify Buyer in writing when Buyer’s order is ready, and Buyer shall have 30 days from the date of notification (“Initial 30 Day Period”) to deliver to the Seller all export permits and government authorizations required by Canada Customs and Revenue Agency and any other Department of the Government of Canada or Province of Ontario for export of the goods, equipment or devices (the “Product”) outside of Canada or release of restricted Product. If all export permits and/or government authorizations permitting the release of Product required by law are not provided to the Seller within the Initial 30 Day Period, the Product is forfeited to the Seller without recourse of any kind or entitlement to refund of any payment for the Product previously made by the Buyer. If the Seller receives all of the aforesaid export permits and government authorizations that are required by law from the Seller within the Initial 30 Day Period, the Seller will advise the Buyer that the Product is available for pick up Ex Works (EXW) at Seller’s facility in Markham, Ontario, Canada for a further 30 day period (“Second 30 Day Period”) with no freight allowed. If the Product is not picked up by the Buyer within the Second 30 Day Period, the Product is forfeited to the Seller without recourse of any kind or entitlement to refund of any payment for the Product previously made by the Buyer. Seller will have no liability whatsoever to the Buyer for the Product, and Seller will be entitled to dispose of the Product as the Seller sees fit and retain any proceeds without accounting to or reimbursing the Buyer. The Buyer is responsible for all packaging and shipping costs, insurance, cost of exporting outside Canada, obtaining permits and authorizations from government regulators, and arrangements for the transport from Seller’s facility to the destination Buyer chooses. Under no circumstance will the Seller be liable or responsible for export of Product outside Canada, late, delayed, lost or damaged shipments. The Buyer acknowledges that any information about the source of the Product, placing of orders for Product, Seller’s suppliers, business records, financial records, correspondence, business opportunities and customer lists is confidential information of the Seller (“Confidential Information”), which under no circumstances will the Seller be required to disclose to the Buyer; Buyer acknowledges that it would cause irreparable harm to Seller’s business if Seller were required to disclose the Confidential Information.

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Warranty Terms and Conditions, Ensil Inc.

8. Limited Warranties. Seller warrants its services, repairs or sales of goods will be free from defects in parts, labour, and workmanship for a period of 120 days from the earlier of the date of pickup and shipping from Seller’s facility or the date the Seller’s invoice is sent to the Buyer. Unless otherwise agreed to in writing signed by an authorized representative of Seller, and for additional costs, Seller’s 120-day warranty period will not be extended. Seller’s limited warranty is made exclusively to Buyer and is non-transferable. Seller warrants that Seller’s prototypes and Seller’s manufactured devices will be free from defects in labour and workmanship for a period of 120 days from the earlier of the date of pickup and shipping from Seller’s facility or the date the Seller’s invoice is sent to Buyer. Seller does not warrant the performance of the prototype or manufactured device for Buyer's intended use or application. Seller’s warranty on prototypes and manufactured devices does not extend to any parts, components, or products manufactured by others and incorporated by Seller into the prototype or manufactured device. Seller passes on to Buyer any available warranty provided by the manufacturer or supplier of any such parts, components, or products to the extent permitted by the terms thereof. SELLER’S LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AND THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THIS EXPRESS LIMITED WARRANTY. This limited warranty does not cover damage from shipping, defective packaging, transport, Electro Static Discharge, abuse, misuse, installation, power surges, improper maintenance, accident, negligence, wear and tear, alterations, tampering, or exposure to moisture, weather, radiation, or exposure to any other harmful conditions. Seller’s limited warranty covers only the repair and service work performed by Seller as authorized and paid for by Buyer, and does not include software or firmware embedded in internal circuit boards, chips, or other electronic components of the device. Any warranty claims by Buyer must be submitted to Seller as soon as possible after the defect is discovered, and in no event later than five business days following the expiration of the warranty period, by returning the items, at Buyer’s sole cost and expense, to the Seller with a description of the claimed defect. The Seller shall determine if the warranty period applies and if it does, the Seller will inspect the item to see if the Seller’s parts, labour or workmanship were defective; in which event, Seller will repair or correct the warranted work and return the equipment or device at Seller’s expense. If Seller determined by Seller that Seller’s parts, labour, or workmanship were not defective, or the device or equipment have other defects or damage unrelated to Seller’s warranted work, Seller will contact Buyer to advise of potential options. Seller’s limited warranty is Buyer’s sole remedy for any claimed defects or deficiencies in Seller’s services, repairs, prototypes, manufacturing, or other work. All sales of goods and merchandise are final and no moneys paid by Buyer to Seller for purchase of goods or merchandise will be refunded by Seller for any reason.

9. Limitation of Liability. Buyer assumes all risks and liabilities resulting from the use of any repaired devices or equipment, or any prototypes or manufactured devices, whether used independently or in combination with other equipment, devices, persons or substances. Seller will not be liable for damages to any property or persons arising out of or relating to use, abuse, alterations, repairs, modifications, tampering, accidents, or any attempts to use equipment, devices, prototypes, or manufactured items that are in a damaged or defective state. THE BUYER SHALL INDEMNIFY AND SAVE HARMLESS THE SELLER FROM ANY THIRD PARTY CLAIMS FOR ANY SPECIAL, CONTINGENT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. Seller’s liability with respect to a claim for damages arising out of or related to the manufacture, sale, purchase, repair, servicing, use or performance of any device or piece of equipment repaired, serviced or manufactured by Seller will in no event exceed the price Buyer paid to Seller for the servicing, repairing, manufacturing, or other work performed by Seller on such device or equipment.

10. Force Majeure. Seller shall not be liable for failure to perform if performance is made impracticable due to occurrences beyond its control, including, but not limited to, acts of God, terrorism, fires, floods, wars, sabotage, accidents, labour disputes, shortages, governmental laws, ordinances, rules and regulations, priorities, requisitions, allocations, price adjustments, inability to obtain raw material or parts, and any other similar occurrence. If Seller is unable to complete the Transaction for any of above reasons, Seller will advise Buyer and discuss alternative options, if any.

11. Indemnification. If Seller is made a party to any action, arbitration, or proceeding involving Buyer, any persons deriving title from Buyer, or any other third party on the basis of breach of warranty, breach of contract, negligence, strict liability, or other tort arising out of or relating to Seller’s service, repair, or manufacturing work, Buyer will, to the fullest extent permitted by law, defend, indemnify and hold Seller harmless for all damages, costs and expenses in connection with such action, arbitration, or proceeding, including lawyers’ fees.

12. Taxes and Other Charges. Buyer will pay any manufacturers’ tax, retailer’s occupation tax, use tax, sales tax, duty, custom inspection or testing fee, or any other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transaction between Seller and Buyer.
Industries Covered:


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