



TERMS AND CONDITIONS OF SALE

Tornatech Inc. and its affiliates, Tornatech Europe SA, Tornatech FZE and Tornatech PTE Ltd., are herein referred to as the "Seller" and the customer or person or entity purchasing goods, replacement parts, products (hereinafter referred to as "Products") and/or services (hereinafter referred to as "Services") from Seller is referred to as the "Buyer."

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The Terms and Conditions set forth herein, including the Seller's sales order, the Buyer's purchase order, and any supplements which may be attached hereto, constitute the full and final expression of the contract for sale (the "Agreement") of Products and Services by the Seller to the Buyer, and supersedes all prior quotations, sales orders, purchase orders, correspondence or communication, whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgement, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order, receives a sales order, or otherwise indicates acceptance of this Agreement, or when it accepts delivery from the Seller of the Product or Service. THE AGREEMENT OF SALE OF PRODUCTS AND SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR ANY DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER. No other contract shall exist except as herein provided except only if Buyer and Seller are engaged in a mutual Supplier Agreement.

1. SELLING PRICES: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Products or Services (the "Selling Price") shall remain in effect for thirty (30) days after the date of Seller's quotation provided that an unconditional authorization from Buyer for the shipment of the Products (or the performance of the Services) is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the Selling Price for the Products or Services at the time of shipment or performance.

All Selling Prices are exclusive of any custom duties, taxes, transportation, customized packaging and insurance, which are to be borne by Buyer.

Services Assumptions: Seller's Service quotations are based on work performed during normal working hours (10 hours) between the hours of 08:00 and 18:00 local time, regular local working days, holidays excepted. Unless otherwise specified in writing, the following are chargeable in addition to base rates: overtime or premium hour wages or charges, travel costs, specialized tools and test goods, utility shutdowns, any delays or site issues not caused by Seller, additional trips due to scheduling postponements or delays. No on-site orientation, safety training, or work required for site specific requirements is included in a quotation unless expressly specified by Seller. Current rates are set forth in Seller's then current Seller Field Services Demand Labor Rates document, which Buyer acknowledges having received. Field specialists bill a 4-hour minimum charge for travel where Services are performed in less than 4 hours, and an 8-hour minimum charge for Services otherwise.

Tornatech Inc
4100 Desserte South
(A-440 West)
Laval, Canada
H7T 0H3
TD-DOC-000-E-ALL-REV4

Tornatech Europe SA
Rue des Sablières
45 unité 68
1435 Mont-Saint-Guibert
Belgium

Tornatech FZE
P.O. Box 18435
S10131- Jebel Ali Freezone South
Dubai, U.A.E

Tornatech PTE Ltd
3 Soon Lee Street
#05-33
Singapore
627606



Selling Prices and discounts shown in any Seller publication are subject to change without notice and are not to be construed as a definite quotation or offer to sell by the Seller. Such literature is maintained only as a source of general information; any prices & discounts shown therein are subject to confirmation with a specific quotation. Catalog weights and dimensions are not guaranteed.

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Selling Prices on orders requesting that shipments be made more than six (6) months after the date of order, or orders held at Buyer's request and not released in time to be shipped within the six (6) month period, or at the Seller's convenience, are subject to price changes if any warehousing and other expenses incident to such delay.

When Selling Prices are confirmed on a Seller's sales order, they are firm provided the following conditions are met:

1. The order is released with complete engineering details.
2. When drawings for approval are required for any Product or Service, the drawings applicable to that Product or Service must be returned within sixty (60) days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment of Product and must be marked "APPROVED" or "APPROVED AS NOTED". Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 60-day period.
3. Shipment of Product is made, or in the case of Services, they are provided within the quoted lead time.

2. TAXES: Any current or future tax or governmental charge (or increase in same, whether or not foreseeable) imposed by a governmental authority in any jurisdiction, including without limitation, goods and services tax, sales tax, excise tax, value-added tax, use tax, environmental levies and import/export duties, affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of goods ("Taxes"), shall be for Buyer's account. Seller may elect to add Taxes to the Selling Price or bill Buyer separately, absent the receipt of a valid exemption from Buyer. Quoted or estimated prices referenced by Seller do not include any Taxes unless otherwise expressly indicated.

3. TERMS OF PAYMENT: Unless otherwise confirmed by Seller on the Seller's sales order, payment for Products or Services shall be made in cash before delivery or performance. Subject to Buyer's credit status at delivery or any other relevant consideration, Seller reserves the right to define other payment terms.

In the event Buyer fails to make any payment when due, Seller shall have the right, among other remedies, (a) to terminate the Agreement or suspend further performance under the Agreement and/or other written agreements with Buyer, which other written agreements Buyer and Seller hereby amend accordingly; (b) with or without legal process and using such force as may be lawful and necessary, to enter into or upon the premises where Products are located and take

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possession of them, (c) to cancel all warranties herein, and/or (d) require Buyer to prepay for further Product shipments (or Service delivery), until complete payment has been received.

Buyer shall be liable for all expenses, (including without limitation any reasonable attorney's fees, legal costs, collection costs) relating to the collection of past due amounts. Any payment owed to Seller that is not paid when due shall be deemed to be a material breach of the Agreement and, without limitation, shall bear interest from the date on which it is due until it is paid at a rate equal to of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower.

The Buyer has no right to offset against claims and has no right of retention or withholding payment unless Buyer's counterclaim has been established by a final and binding decision of the competent court or is undisputed.

In the event of bankruptcy or insolvency of Buyer, or in the event of any proceedings brought against Buyer, voluntary or involuntary, under bankruptcy or any other insolvency laws, Seller shall be entitled to cancel any orders then outstanding at any time and Seller shall receive reimbursement for its reasonable and proper cancellation charges.

4. SHIPMENT AND DELIVERY:

4.1 Delivery: While Seller will use commercially reasonable efforts to maintain the delivery date(s) and/or performance dates acknowledged in the Seller's sales order, all shipping dates and/or performance dates are approximate estimates and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Products for which Buyer has not provided shipping instructions and other required information.

If the shipment of the Products (or performance of the Services) is postponed or delayed by Buyer for any reason, the Products shall be invoiced on the date that they are ready for shipment and the Services shall be invoiced on the date they are ready to be performed, and the terms of payment will apply as from the invoice date. Buyer further agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom as set forth in Section 5 below.

4.2 Shipment: Unless Seller confirms otherwise in the Seller's sales order, all shipments shall be EXW (Ex Works) at Seller's designated location (delivery point) (per ICC Incoterms 2020).

At Buyer's request that is approved by Seller in the Seller's sales order, Seller will ship the applicable Products directly to Buyer's customer or other third party designated by Buyer (the "Receiver"). Notwithstanding any provision of this Agreement to the contrary, any such direct shipment shall be deemed delivery to Buyer, and Buyer shall remain fully responsible for all obligations under this Agreement, including payment, acceptance, inspection, return, warranty claims, and compliance by the Receiver with any obligations applicable to receipt, storage, installation, use, and export/import of the Products as though Receiver was "Buyer" hereunder.

4.3 Transfer of Risk: Risk of loss or damage shall pass from Seller to Buyer and delivery shall be deemed to occur upon transfer of possession to the first carrier or Buyer's representative at the delivery point per the applicable shipping term (per ICC Incoterms 2020).

4.4 Retention of Title: Seller retains title to all Products delivered by Seller until receipt of all amounts invoiced (including interests and charges) and the Buyer agrees to perform all acts which may be necessary to assure the retention of title to such property by the Seller.

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In the event Buyer re-sells the Products before ownership of the Products passes to Buyer in accordance with this Section 4, Buyer shall account to Seller for all of the proceeds of any re-sale and prior to paying such proceeds to Seller, Buyer shall hold the same in a fiduciary capacity keeping the same separate from its other money. Unless mutually agreed in writing between Buyer and Seller, Buyer hereby assigns to Seller the portion of the Buyer's claim against its end-customer to the extent the Products have been processed, transformed or combined with other products sold by Buyer to such end-customer. The Seller hereby accepts the assignment. Seller shall be entitled to recover directly from Buyer's end-customer any unpaid portion of the Product value owed by Buyer. Upon Seller's request, Buyer shall notify the Seller of the assigned claim and the debtor thereof and shall make all information and material required for the debt collection available to the Seller. Buyer shall also notify the third-party debtor of such assignment. If the Products are attached or otherwise encumbered, Buyer shall draw attention to Seller's title and immediately inform Seller of the attachment or encumbrance. Seller shall be entitled to carry out all applications and registrations as it deems necessary for securing its title and Buyer shall assist upon request. The retention of title shall not affect the passing of risk under Section 4.3.

4.5 Receipt of shipment: Claims for shortages or other errors or matters set forth in this Section 4.5 must be made in writing to the Seller within seventy-two (72) hours following delivery of the Products. Failure to give such notice shall constitute irrevocable acceptance and waiver of all such claims by the Buyer.

Regardless of the applicable shipping term and without limiting any rights of Buyer, the Buyer shall comply with the following obligations upon receipt of the Products:

A. Receipt and Inspection of Goods. Upon delivery of the Products, the Buyer shall: (i) inspect the shipment and packaging immediately upon receipt; and (ii) note in writing any visible damage, shortage, or irregularity on the carrier's proof of delivery or delivery receipt prior to signing acceptance of the shipment. Where visible damage to the Product or packaging is identified at the time of delivery, the Buyer shall have the right to refuse acceptance of the affected Product and request that the carrier return such Product to the Seller.

B. Unpacking and Visual Inspection. The Buyer shall unpack and visually inspect the Products promptly following delivery in order to identify any concealed damage, defect, or non-conformity that may not have been apparent at the time of receipt. If the Buyer accepts delivery and subsequently discovers damage during inspection, the Buyer shall: (i) notify the Seller in writing within seventy-two (72) hours following delivery of the Products; (ii) retain all original shipping containers, packaging materials, and damaged

Products in the condition received for inspection purposes; (iii) document the damage thoroughly, including photographs and any other relevant evidence; and (iv) provide the Seller with copies of the carrier's inspection report, if available, together with any other supporting documentation or proof of damage reasonably requested by the Seller.

Failure by the Buyer to comply with the obligations set forth in this Section may result in denial of the related claim to the extent permitted by applicable law.

Failure by Buyer to comply with the inspection and notice requirements and other obligations set forth in this Section shall constitute an irrevocable waiver of any claim (whether based on shortage, visible damage, concealed damage, nonconformity, breach of warranty or otherwise) to the extent the basis of such claim was discoverable upon reasonable inspection at delivery.

5. STORAGE FEE CLAUSE:

If the Buyer delays pickup of the goods beyond the agreed requested date or notification of readiness, the Seller reserves the right to apply and Buyer agrees to pay all storage fees and other fees associated therewith (including without limitation costs of insurance). Unless otherwise agreed in writing, a grace period of fifteen (15) days from the date of notification of readiness for shipment or pickup will be allowed. After this period, storage fees may be charged at the Seller's applicable rates. The Seller also reserves the right to invoice the order in full once the equipment is ready for shipment, regardless of any customer-caused delay.

6. LIMITED WARRANTY; DISCLAIMER:

6.1 Seller warrants that, (i) for a period of one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment, whichever occurs first, (ii) for a period of thirty (30) days from the date of shipment in the case of replacement parts and (iii) in the case of Services, for a period of thirty (30) days from the date of completion, such Product, replacement part or Service: (i) meets the specifications for the Product, replacement part or Service, if any were provided by Seller; and (ii) is free from defects in material and workmanship, in accordance with the following repair or replacement warranty. During that warranty period, subject to the following, Product, replacement part or Service which is found to be defective will be replaced or repaired, at the option of Seller. Seller's total liability under this warranty is for the repair or replacement of Product, replacement part or Service which is proved to be defective. Under no circumstances will Seller be liable for any other damages or losses whatsoever, even if it has been advised of the possibility of such damages. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not extend to subsequent owners of the Product or replacement part during the warranty period. For clarity, compliance with Seller's preventative maintenance program does not expand or extend the scope of this limited warranty or create any additional warranties or obligations on the part of Seller.

6.2 Seller assumes no responsibility and will accept no claims nor any charges in connection with any repairs which are not authorized by Seller. Product must not be returned to Seller without the prior written authorization of Seller. To that end, if Buyer believes that Product is defective, it must notify Seller immediately and in writing. The notice must describe the exact nature and

details of the alleged nonconformity to this warranty. Buyer must give Seller a reasonable opportunity, at Seller's option, to examine the claimed nonconformity and Buyer shall not undertake any repairs without Seller's prior written consent. If Buyer wishes to conduct tests to determine whether the Product has any nonconformity or defect under this warranty, it must notify Seller prior to conducting the tests, endeavor to reach an agreement with Seller on testing procedures and provide Seller with an opportunity to witness such tests. Coverage under this limited warranty is conditional at all times upon Buyer's compliance with these required notification procedures. Buyer's failure to follow these procedures releases Seller from its obligation to provide remedies under this limited warranty.

6.3 Freight charges for Products returned to Seller for repair/warranty analysis are the responsibility of Buyer. To do so, Buyer must properly package returned Product to protect against risk of loss and damage in transit, including, but without limitation, damage from electrostatic discharge. As the case may be, any repair, replacement or issuance of a credit provided by Seller shall be Buyer's sole and exclusive remedy with respect to a breach of the warranty set forth herein. All costs relating to uninstalling or re-installing the Product shall be borne by Buyer. Without limiting the generality of the foregoing, in no event will Seller be liable for transportation, installation, adjustment or other expenses which Buyer may incur in exercising its right under this limited warranty.

6.4 Seller will also not be responsible for any damage or defects to Product or to any other property resulting from or in any way attributable to: (a) improper storage of the Product, including, but without limitation, failure to store the Product indoors, failure to store the Product in its original packaging, failure to store the Product in appropriate environmental conditions including, but without limitations, temperature, vibration and humidity control; (b) improper installation or maintenance of the Product, including failure to adhere to any recommended preventative maintenance programs. Failure to perform preventative maintenance in accordance with Seller's recommendations will void this limited warranty. Seller's installation and maintenance instructions are included in the original packaging and if not available you may obtain them on www.tornatech.com; (c) use or operation of the Product under conditions for which they are not designed or that exceed their published specifications, intentional or otherwise; (d) normal wear and tear, including, but without limitation, corrosion; (e) the Product at issue having been subjected to carelessness or abuse, or the Product not being used in accordance with Seller's recommendations or industry standards, including, but without limitation, failure of Buyer to maintain appropriate environmental conditions, including, adequate electrical power, temperature, vibration and humidity control and any combination or use of the Product with any incompatible equipment or ancillary products; (f) modifications, alterations, service, repair or replacement made by Buyer or any third party that were not requested or authorized by Seller; or (g) causes beyond Seller's reasonable control. Seller shall also have no liability to Buyer in connection with any Product that was altered, modified, or repaired without Seller's prior written consent.

6.5 THIS WARRANTY IS EXPRESSLY GIVEN IN LIEU OF ANY AND ALL, AND SELLER MAKES NO, OTHER WARRANTIES, REPRESENTATIONS AND/OR CONDITIONS, WHETHER EXPRESSED OR IMPLIED, BY STATUTE OR ARISING BY CUSTOM OR TRADE USAGE OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, SELLER EXPRESSLY DISCLAIMS

ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY: TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER ASSUME ANY LIABILITY IN CONNECTION WITH THE PRODUCTS OR SERVICES FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, AGGRAVATED OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT WILL THE SELLER'S TOTAL LIABILITY TO BUYER FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT BUYER HAS PAID SELLER IN THE LAST SIX (6) MONTHS.

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8. SOFTWARE:

Any software or computer information, in whatever form that is provided with Products manufactured by Seller or as part of Services, is licensed to Purchaser solely pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request.

9. INTELLECTUAL PROPERTY: Buyer shall indemnify and hold Seller harmless from and against any and all losses, costs, expenses, claims, demands, suits and judgments arising from actual or alleged infringements of any third-party's intellectual property rights by any Products manufactured to Buyer's specifications, or to the extent that such infringement is caused by Seller's compliance with any Buyer's requirement or specification. Subject to the foregoing, Seller shall defend any suit or proceeding brought against Buyer on a claim that Products sold under this Agreement, or any part thereof, directly infringes any third party intellectual property right, provided that Seller is notified promptly in writing and given all necessary information, assistance and authority to defend same. Seller shall pay all damages and costs awarded against Buyer as a result thereof. If as the result of such direct infringement, the court enjoins the use of any product, or part thereof, in the manner intended by Seller, Seller shall at its sole expense and option: (a) procure for Buyer the right to continue using said product or part, (b) replace such product or part with a non-infringing product or part (c) modify said product or part so that it becomes non-infringing or (d) remove said product or part and refund its purchase price and transportation costs. Seller shall have no further liability for actual or alleged patent infringement except as provided herein.

10. PROPRIETARY INFORMATION, INJUNCTION: Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive

the completion of the sale under this Agreement and/or the termination or expiration of any Agreement, as the case may be. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure. Upon Seller's request, Buyer shall promptly return all Proprietary Information received from Seller. This Section does not apply to information that is: (a) in the public domain without fault of Buyer; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

11. CONFIDENTIALITY: The parties agree to keep confidential and treat as business secrets all commercial and technical information of the other party, which comes to their knowledge in the course of the business relationship and is identified to be confidential (collectively, "Confidential Information"), unless such information is or becomes public knowledge without fault of the receiving party. The terms of this provision shall survive the completion of the sale under this Agreement and/or the termination or expiration of any Agreement, as the case may be.

12. DATA PROTECTION: The terms and conditions of our Privacy and Protection Policy — [Personal Data](#) ("**Privacy Policy**") govern the processing of all personal data collected from you in connection with your purchase of Products and/or Services.

13. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunications systems, acts of God, war, terrorism, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, unforeseen circumstances, acts or omissions of Buyer, or any other events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the Agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total demand for the Products, or to obtain material used directly or indirectly in the manufacture of the Products (or performance of the Services), is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may allocate its available supply of the Products, and/or such material (without obligation to acquire other supplies of any such Products or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

14. CANCELLATION: Any cancellation request of a sales order by the Buyer must be sent to the Seller in writing. Orders that have been acknowledged by the Seller with a Seller's sales order are firm commitments and are not subject to cancellation without the prior written consent of Seller. If a Buyer sales order cancellation is approved by Seller, Seller shall impose a cancellation fee which could range from **30% of the value of the Seller's sales order to a maximum of the full value** of the Seller's sales order, before taxes, as established by Seller to cover actual cost of material, fabrication costs, special engineering costs, and the costs associated with testing, handling and administration.

15. RETURNS: Products may only be returned when the Seller agrees, authorizes and issues a written return order form and number (herein referred to as an “RMA”). Buyer shall return and ship Products, duty, delivery paid (“DDP” as defined in Incoterm 2020) to Seller’s designated location. Any Products returned will be subject to an inspection. It is in the Seller’s sole discretion to determine if the Products have been returned in good condition. Once such determination is made and the Products have been returned in good condition, a credit will be issued for the Product using its Selling Price from the Seller’s sales order excluding taxes but including duty, less a minimum **30%** restocking fee. The RMA number shall be indicated on all shipping documents. Any Products returned to Seller without an RMA number will be automatically refused and returned to its owner at their expense.

16. SALES ORDER CHANGE FEE: Buyer may request changes in the designs, drawings, and specifications of the Products by notifying the Seller in writing with a revised Buyer’s purchase order. Such request shall not exceed 5 business days from the Buyer’s purchase order date. Any changes agreed upon by the Parties shall be confirmed with a Buyer’s revised purchase order and a revised Seller’s sales order. A fee equivalent to \$100.00 USD per line item plus the actual cost of the Products will be added to the revised Seller’s sales order for such modification. The Seller may refuse any change in its entire discretion.

17. EXPEDITED ORDER LEAD TIME FEES: The Buyer may request shipment at an earlier date than the date specified in an already issued Seller sales order. The Buyer may also request a shorter lead time as compared to the Seller’s published standard lead times in effect at the time of placing the order. In consideration of such requests, the Buyer shall be charged an expedited order fee based on the published Order Expedited Lead Time Fees issued on the web site of the Seller and in effect at the time of placing the order. If the order is not shipped on or before the Buyer’s requested shipping date, the Order Expedited Lead Time Fees will not be charged and the Buyer shall not be entitled to any compensation. Orders without a requested shipping date will be subject to the Seller’s published standard lead times in effect at the time of placing the order.

18. MINIMUM ORDER CHARGE: Buyer’s purchase orders must be for a minimum total value of **\$100.00 USD** before taxes, if applicable. Verbal orders will not be accepted. Order values less than the stated minimum value will be automatically adjusted to the minimum order value.

19. CURRENCY: Seller’s sales order transaction currency will be confirmed on the Seller’s sales order. Should the Seller’s sales order not specify the currency, it will be considered made in US currency.

20. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

21. WITNESS TESTING: Buyer, at its option and expense, may observe the inspection and testing by Seller of the Products for compliance with Seller’s standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller’s plant at such reasonable

time as is specified by Seller. Any rejection of the Products must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Products meet Seller's criteria for such procedures. If Buyer does not inspect the Products at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Products and (ii) from the date of completion of each portion of the services to inspect the Products, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Products are not conforming. Failure by Buyer to give such notice by such deadline shall constitute irrevocable acceptance of the Products. Buyer's sole remedy for non-conforming Services shall be correct performance of Services incorrectly performed by Seller. For clarity, the inspection and notice requirements and other obligations set forth in Section 4.5 apply to shortages, delivery discrepancies, damage, irregularities, defects and nonconformities discoverable upon reasonable inspection at delivery.

22. EXPORT, RE-EXPORT, TRANSFER AND USE CONTROLS: The Products and/or Services, and any documentation, prints, drawings or similar materials related thereto, supplied by Seller under this Agreement may be subject to applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, Canada, and the European Union. Buyer shall comply with such laws and regulations governing export, re-export, transfer and use of the Products and Services, and any related documentation, and will obtain and/or satisfy the requirements or conditions of all required U.S., EU, Canadian and local authorizations, permits, or licenses. Seller and Buyer each agree to provide the other party with information, support documents, and assistance as may reasonably be required by the other in connection with securing or complying with such authorizations or licenses. Buyer's obligations under this Section shall survive the expiration or termination of this Agreement.

23. DRAWINGS: Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with the Agreement are the property of Seller, are considered Proprietary Information, and shall be considered Proprietary Information. Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such documentation, prints or drawings to Seller immediately upon request therefor.

24. COMPLIANCE WITH LAWS:

24.1 Seller shall comply with all laws and regulations to which Seller is subject pertaining to the manufacture of the Products or performance of the Services. For the avoidance of doubt, "laws and regulations" do not include recommendations of standard-setting organizations. Seller shall not be responsible for a noncompliance with laws arising out of the combination, operation or use of the Products with products not supplied by Seller where use of the Products without such combination, operation or use would be in compliance with such laws.

24.2 Buyer shall obtain all licenses, permits and approvals required by any government or applicable authority, including any recycling or take-back programs applicable to packaging of Products. Buyer shall comply with all applicable laws, rules, regulations, policies and procedures and any requirements applicable to the importation, exportation, transfer, use, sale, loan,

purchase, destruction and distribution of the Products or Services under any laws and regulations, of any government or other competent authority where the Products or Services are to be used or deployed (collectively, “Applicable Laws”). If Buyer becomes aware of noncompliance with applicable import or export control laws, regulations, orders or requirements concerning any items (including documentation) or Services supplied by Seller, Buyer shall immediately notify Seller in writing of such noncompliance and Buyer’s proposed course of action to cure such noncompliance. In the event of any third party claim against Seller relating to the foregoing (including but not limited to such claim brought by a government authority), Buyer shall provide all necessary information and assistance in the resolution of the claim and Buyer shall indemnify and hold Seller harmless against any such third-party’s claim. Buyer warrants that it shall not take any action or permit or authorize any action that will render Seller liable for a violation of the U.S. Foreign Corrupt Practices Act or any applicable local laws which prohibit the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof, or other person in order to assist it or Seller in obtaining or retaining business. Seller strives to maintain the highest standards of business integrity. If Buyer has any cause for concern regarding any business practices, such business practices should be promptly reported to Seller. Buyer acknowledges that the failure to comply with all such Applicable Laws and/or Seller’s policies will be deemed a material breach of this Agreement and shall entitle Seller to terminate this Agreement (in addition to any other remedies Seller may have at law or in equity). Buyer agrees to indemnify, defend and hold Seller harmless from any breach of Buyer’s obligation under this Section. Noncompliance with this Section shall be grounds for termination.

24.3 Buyer represents and warrants to Seller that it has not at any time been: (i) a Sanctioned Person; (ii) engaged in any dealings or transactions, directly or indirectly, with, involving, in or for the benefit of any Sanctioned Person, any Sanctioned Jurisdiction; (iii) in violation of any Sanctions; (iv) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, any of the prohibitions set forth in any Sanctions; or (v) prosecuted for, or convicted of, any violation of any Sanctions. Buyer also represents and warrants to Seller that it has instituted and maintains effective controls, policies and procedures designed, administered, and enforced to promote and achieve compliance by the Buyer and its respective directors, officers, employees, contractors, agents, and third parties acting on Buyer’s behalf with all applicable Sanctions, and with respect to a Buyer that is registered or incorporated under the laws of Canada or of a province, to the extent compliance is lawful under the Canadian *Foreign Extraterritorial Measures Act* and the *Foreign Extraterritorial Measures (United States) Order, 1992* made pursuant thereto.

Buyer will immediately inform Seller in writing if its responses to the foregoing subsections (i) – (v) change at any time.

In this Section 24.3, the following terms have the following corresponding meanings:

“Sanctions” means the anti-terrorist financing, export control, and economic or trade sanctions laws, regulations, embargoes, or restrictive measures administered, enacted, or enforced from time to time by any Sanctions Authority.

“Sanctions Authority” means the United States Government (including but not limited to the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, and the U.S. Department of Commerce), the Government of Canada, the European Union and any European Union member state; and the United Kingdom (including His Majesty’s Treasury).

“Sanctioned Person” means any person that is the subject or target of Sanctions, including any person (a) appearing on any list of sanctioned or restricted persons maintained under Sanctions by any Sanctions Authority; (b) organized, located, operating or ordinarily resident in a country or region that itself is the subject of an export embargo or other comprehensive Sanctions; (c) that is, is a political subdivision, agency or instrumentality of, or acts or purports to act, directly or indirectly, for or on behalf of the government of a Sanctioned Jurisdiction; or (d) any person directly or indirectly owned or controlled by (in accordance with the relevant definitions under Sanctions) any person or persons described in the foregoing clauses (a)–(c).

25. INDEMNIFICATION AND WAIVER OF SUBROGATION:

25.1 Subject to the terms and conditions of this Agreement, the Buyer shall indemnify, defend, and hold harmless the Seller and its representatives/officers, directors, employees, agents, successors and permitted assigns (each, an “Indemnified Party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees and disbursements, incurred by the Indemnified Party (collectively, “Losses”), relating to or resulting from any claim of a third party for:

(a): any negligent act or omission (including any recklessness, intentional fault or willful misconduct) of the Buyer, its employees or persons for whom it is responsible at law in connection with the performance of their obligations under this Agreement; or

(b): any bodily injury, death of any person or damage to real, immovable, movable or tangible personal property caused by the fault, intentional fault, willful or negligent acts of the Buyer, or its employees or person for whom it is responsible at law.

25.2 The Buyer waives any right of subrogation against the Seller.

26. GOVERNING LAW: The validity, performance, and all other matters relating to the interpretation and effect of the Agreement shall be governed by the laws of the Province of Ontario and Canada laws applicable without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall only be in Toronto, Ontario and the Parties irrevocably agree to submit to such exclusive jurisdiction. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to the Agreement.

27. GENERAL PROVISIONS: The terms of this Agreement supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of the terms of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of the terms of this Agreement shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller.

No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement the terms of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to the Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

No waiver by the Seller with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the Seller.

All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The rights, remedies and protections afforded to Seller under the Agreement, including but not limited to indemnification of Seller, limitation of remedy and liability and limited warranty shall extend to Seller and to its affiliates, subsidiaries or related companies performing or supplying work, services or products under the Agreement or any agreement into which it is incorporated by reference.

Seller does not agree to indemnify Buyer or name Buyer as an additional insured. To the fullest extent permitted by law, the aggregate liability of Seller for any claim made by Buyer under this Agreement related to its purchase of Products or Services shall be limited to the total amount paid by the Buyer for the Products or Services in question.

It is intended that the terms of this Agreement shall be reasonable as between the Parties having regard to the nature of the Agreement, but if at any time any of the terms of this Agreement are deemed unenforceable or void at law or pursuant to any ruling of any governmental authority, court or tribunal, it shall not adversely affect or prejudice the remaining terms of this Agreement and such void or unenforceable terms shall be deemed to be excluded from the terms of this Agreement and, where possible, be replaced by such other enforceable or valid term or condition as shall be as near as may be to the original in both form and effect.