

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF CUSTOM MANUFACTURED GOODS AND SERVICES

### 1. **Applicability.**

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by Arrow Speed Controls Limited (“**Seller**”) to the buyer referenced in the attached quotation or purchase order acceptance form (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered by these Terms, the terms and conditions of said contract will prevail to the extent they are inconsistent with these Terms.

(b) The attached quotation, purchase order acceptance form or other form to which these Terms are attached or hyperlinked (the “**Quotation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted any purchase order or terms. Fulfilment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

(c) If the Goods consist of or include software, Seller’s Software License Addendum shall apply to this Agreement.

### 2. **Price.**

(a) Buyer will purchase the Goods and Services from Seller at the price (the “**Price**”) set forth in the Quotation.

(b) If the Quotation includes Services, Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

(c) All Prices are exclusive of all harmonized sales tax, goods and services tax, sales tax, value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer will be responsible for all such charges, costs, and taxes; *provided that*, Buyer will not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel or real or personal property, or other assets.

(d) Unless specified in the Quotation, all Prices are exclusive of shipping costs. Buyer may request Seller to arrange delivery to a destination other than Seller’s facility. If Seller agrees, Seller will separately invoice Buyer for shipping and delivery fees, and Buyer agrees to pay such fees. Where delivery is made at a destination other than Seller’s facility, Buyer will be responsible for all loading costs and provide equipment and labour reasonably suited for receipt of the Goods at the location.

3. **Payment Terms.**

(a) Unless otherwise agreed in the Quotation, Buyer will pay all invoiced amounts due to Seller within thirty (30) days of Seller's invoice.

(b) If the Price is \$100,000 or greater, Payment terms will include progress payments as specified on the face of the Quotation. All progress payments are non-refundable.

(c) Buyer will notify Seller in writing of any dispute regarding any invoice (along with substantiating documentation) within **five (5)** business days from the date of the invoice. Buyer will be deemed to have accepted all invoices for which Seller does not receive such timely notice of disputes and will pay all undisputed amounts due under these invoices in accordance with this section.

(d) Except for invoiced amounts that Buyer has successfully disputed, Buyer will pay interest on all late payments, calculated daily and compounded monthly, at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law. Buyer will also reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, legal fees, disbursements and charges.

(e) In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller will be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder without successfully disputing the applicable invoice.

(f) Buyer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

4. **Delivery of Goods.**

(a) Goods will be delivered at the location indicated in the Quotation (the "**Delivery Point**"). Buyer agrees that the Delivery Point in the Quotation is final and cannot be amended without Seller's consent. Any additional costs as a result of such amendment will be for the account of Buyer. If a Delivery Point is not specified in the Quotation, it shall be assumed to be at Seller's facility.

(b) Buyer acknowledges and agrees that while Seller will use commercially reasonable efforts to deliver the Goods by the date indicated in the Quotation, certain conditions or events may result in the late delivery of the Goods, including but not limited to receipt of Buyer's components from third parties, delays of Goods crossing international borders, or delays caused by third-party shipping companies. Under no circumstances shall Seller be liable for any delays in delivery.

(c) Unless otherwise agreed in writing by the parties, Seller will deliver the Goods to the Delivery Point using Seller's standard methods for packaging and shipping such Goods.

(d) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order.

(e) If for any reason Buyer fails to accept delivery of any of the Goods (other than Non-Conforming Goods, as defined below) on the actual date of delivery, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods will pass to Buyer; (ii) the Goods will be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance) at the time of pick up.

(f) If an order is delayed more than three (3) months for any reason or combination of reasons specified in the preceding paragraph, Seller reserves the right to increase the price of the Goods and change the payment terms for such Goods. If an order is delayed more than twelve (12) months for any reason or combination of reasons specified in the preceding paragraph it is subject to cancellation at Seller's sole discretion with no penalty to or liability for Seller.

## **5. Non-Delivery.**

(a) The quantity of any instalment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Seller will not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within **five (5)** days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods will be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered. Buyer acknowledges and agrees that the remedies set forth in Section 5 are Buyer's exclusive remedies for the non-delivery of Goods.

## **6. Cancellations, Changes, and Returns**

(a) Cancellations: Once an order has been accepted by Seller, it is non-cancellable, except with written approval of an authorized representative of Seller. In the event of any cancellation of an order by Buyer, unless otherwise specified on the face of the Quotation, Buyer shall pay to Seller all reasonable costs and expenses incurred up until the point of Cancellation, plus Seller's usual rate of profit for similar work.

(b) Changes: Buyer may not alter or modify its order or any part thereof without the prior written consent of Seller. Seller reserves the right to change the Price, terms of payment, and delivery dates for any Goods affected by any alterations or modification to which it consents.

(c) Returns: Due to their custom nature, no Goods may be returned to Seller. All Goods are final sale.

(d) Effect of Termination/Returns: Upon termination of this Agreement for any reason, or return of Goods, except as otherwise provided in this Agreement, all respective rights

and obligations of the parties hereunder shall terminate and be of no further effect and all licenses shall immediately revert to Seller.

7. **Shipping, Risk of Loss.** Unless otherwise agreed in the Quotation, Seller will deliver the Goods to Buyer Ex-Works Seller's facility (Incoterms® 2020).

8. **Title.** Title to the Goods passes to Buyer upon delivery of the Goods at the Delivery Point. Notwithstanding the foregoing, Seller grants only a license, and does not pass title, for any software provided by Seller as integrated into any Goods.

9. **Inspection and Rejection of Non-Conforming Goods.**

(a) Buyer will inspect the Goods within **twenty-four (24) hours** of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Non-Conforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Non-Conforming Goods**" means only the following: (i) product shipped is different than identified in the Quotation; or (ii) Goods are visibly damaged upon delivery.

(b) Seller, in its sole discretion, may request that the Non-Conforming Goods be returned to Seller, at Seller's cost, or disposed by Buyer strictly in accordance with applicable laws with proof of such disposal provided to Seller upon request.

(c) If Buyer notifies Seller of any Non-Conforming Goods during the Inspection Period, Seller will, at its option: (i) make the necessary modifications to the Non-Conforming Goods to bring the product in compliance with the Quotation, (ii) replace such Non-Conforming Goods with conforming Goods, or (iii) a credit or refund equal to the actual price paid by Buyer for such Non-Conforming Goods. If Buyer requests a replacement of the Non-Conforming Goods, Seller will, subject to availability of conforming Goods, ship to Buyer, such replacement Goods within a timeline agreed upon by the parties.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 9(c) are Buyer's exclusive remedies for Non-Conforming Goods. Except as provided in this Agreement, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

10. **Performance of Services.**

(a) Seller will use reasonable efforts to meet any performance dates to render the Services specified in the Quotation; however, any such dates will be estimates only.

(b) Seller may engage subcontractors to assist with the Services without prior written approval from Buyer.

(c) Buyer will (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such

customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

(d) If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer will be responsible for, and will retain risk of loss of, such equipment at all times, except that Seller will be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's or Seller's personnel's gross negligence or willful misconduct.

11. **Buyer's Acts or Omissions.** If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller will not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

12. **Limited Warranty.**

(a) Unless otherwise specific in the Quotation, Seller warrants to Buyer that for a period of **eighteen (18)** months from the date of delivery or twelve (12) months from the date the Goods are energized or put into service (the "**Warranty Period**"), the Goods will conform to the specifications provided by Buyer and will be free from any material defects in material and workmanship. Where the Goods are manufactured to the specifications of Buyer, Seller warrants that the Goods are designed and manufactured in accordance with the applicable standards (such as UL, CUL, CSA, CE).

(b) Seller warrants to Buyer that it will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

(c) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 12(a) AND SECTION 12(b), SELLER MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) CONDITION OR WARRANTY OF MERCHANTABILITY; (b) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) CONDITION OR WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) Seller will not be liable for a breach of the warranties set forth in Section 12(a) and Section 12(b) unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller within **thirty (30) days** of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 12(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective.

(e) Seller will not be liable for a breach of the warranty set forth in Section 12(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 12(e) and Section 12(f) above, with respect to any defective Goods or Services reported during the Warranty Period, Seller will, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or reperform such Services; or (ii) credit or refund the Price of such Goods or Services at the pro rata contract rate provided that, if Seller so requests, Buyer will, at Seller's expense, return such Goods to Seller.

(g) **THE REMEDIES SET FORTH IN SECTION 11.1(f) WILL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 12(a) AND SECTION 12(b).**

13. **Limitation of Liability.**

(a) **IN NO EVENT WILL SELLER, ITS PARENT OR AFFILIATES, OR EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THE GOODS, SERVICES OR ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.**

14. **Indemnification.** Buyer will defend, indemnify and hold harmless Seller, its parent and affiliates, or each of their respective officers, directors, partners, shareholders, employees, subcontractors, agents, successors and assigns (collectively, "**Indemnified Parties**") against any and all losses, damages, liabilities, injuries (including death) deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, disbursements and charges, fees and the costs of enforcing any right to indemnification under these Terms and the cost of pursuing any insurance providers (each, a "**Claim**") incurred by an Indemnified Party or third party arising out of or related to (a) the breach of these Terms by Buyer, or any of its directors, officers, employees or contractors ("**Buyer Parties**"); (b) any misrepresentation made by any Buyer Party; (c) the acts or omissions of any Buyer Party, including negligence and willful disregard; (d) the resale of the Goods to an end user, including the end-user's use, installation, maintenance and repairs of such Goods, where such Claim is not related to a claim for breach of the limited warranty granted in these Terms; (e) a

Buyer Party's violation of any applicable laws; (f) attendance of any Buyer Party at Seller's premises; and (g) where the Goods are designed and manufactured in accordance with Buyer's specifications, drawings or descriptions, any third-party claim or threatened claim that the Goods infringe, violate or misappropriate the intellectual property rights or other rights of any third-party.

15. **Insurance.** During the term of this Agreement, Buyer will, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than **Two Million Dollars (\$2,000,000)** with financially sound and reputable insurers. Upon Seller's request, Buyer will provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer will provide Seller with **ten (10)** days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer will require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

16. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer will promptly return all documents and other materials received from Seller. Seller will be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

17. **Intellectual Property.**

(a) All engineering data, design information, and engineering and shop drawings used in the performance of the Services or the design and manufacture of the Goods (the "**Seller Data**"), including all intellectual property and other proprietary rights therein, are and shall remain the property of Seller. Buyer shall not copy, reproduce, distribute, publish, or communicate to any third party such Seller Data without the prior written permission of an authorized representative of Seller.

18. **Compliance with Law.** Each party will comply with all applicable laws, regulations, and ordinances. Each party will maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

19. **Environmental, Health and Safety Matters.**

(a) If this Agreement results in Seller, its subcontractors or either of their personnel performing any Services on or otherwise entering onto premises owned, occupied or controlled by Buyer or any third party (the "**Site**") in connection with this Agreement, including any delivery, inspection, installation or repair of Goods on such premises, the following conditions apply:

(i) Buyer will take all necessary precautions, at all times, for the health and safety of Seller's and its subcontractors' personnel at the Site. These include, but are not limited to: (A) providing Seller and subcontractors for review, and instructing Seller's and subcontractors' personnel regarding,

Buyer's safety practices, (B) proper and safe handling of, and protection of Seller's and subcontractors' personnel from exposure to hazardous, dangerous, toxic or infectious goods, materials or substances, and (C) conducting periodic safety meetings.

- (ii) Seller, its subcontractors and each of their personnel will have the right to refuse to work, or cease work, at any Site if, in their reasonable judgment, the Site conditions are or at any time become unsafe.
- (iii) Operation of Buyer's equipment is the responsibility of Buyer. Buyer will not require or permit Seller's personnel to operate Buyer's equipment at any Site.
- (iv) Seller and its subcontractors have no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Before the performance of any on-Site work, Buyer will advise Seller in writing of all existing hazards and all applicable Site-specific rules, regulations, safety codes, and laws that apply to the Goods and Services. Buyer shall keep Seller informed of changes in Site conditions or applicable rules, regulations, codes or laws.
- (v) Seller will notify Buyer if Seller becomes aware of: (a) conditions at the Site differing materially from those disclosed by Buyer, or (b) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for as part of the Services. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any of the Services, the parties will agree to an adjusted price and schedule for performance of the Services.
- (vi) Buyer will indemnify, defend and hold harmless the Indemnified Parties from all claims for any and all risks of loss, property damage or personal injury, including death, that may be sustained by Seller, its subcontractors and each of their personnel as a result of attending the Site, except to the extent that same are the sole and exclusive result of the gross negligence or willful misconduct of Seller, Seller's subcontractors or either of their personnel.

(b) Seller will make reasonable efforts to accommodate requests by Buyer to observe Seller's factory tests of Goods or inspect Seller's facilities, subject to appropriate access restrictions, if such observations can be arranged without delaying Seller's work.

(c) Buyer acknowledges and agrees that there may be risks and hazards unknown to Buyer connected with being at Seller's premises. Buyer hereby, to the fullest extent permitted by law, voluntarily assumes full responsibility and hereby waives and releases Seller, its parent and affiliates, and each of their respective officers, directors, partners, shareholders, employees, subcontractors, agents, successors and assigns from all claims for any and all risks of loss, property damage or personal injury, including death, that may be sustained by Buyer and any and all of Buyer's personnel and anyone else acting for, under, or on behalf of Buyer, or any loss or damage to property owned by Buyer or any of the above listed persons or entities, as a result of attending Seller's premises, except to



the extent that same are the sole and exclusive result of the gross negligence or willful misconduct of Seller or Seller's personnel.

20. **Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for **ten (10) days** after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, liquidation, reorganization, or assignment for the benefit of creditors. In the event of a termination, all outstanding payment obligations or other indebtedness of Buyer to Seller will be immediately due and payable.

21. **Changes.** Any proposed changes to the Goods or Services or any amendments, modifications or qualifications to the other terms of this Agreement will be set forth in a change order issued by Buyer. Upon Seller's written acceptance of the change order, Seller will make the appropriate changes to the Goods and Services or otherwise to Seller's performance of this Agreement to comply with the terms of the change order.

22. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

23. **Force Majeure.** No party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) natural disasters; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of this Agreement; and (g) national or regional emergency, (h) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances and (i) shortage of adequate power or telecommunications or transportation facilities. The Impacted Party will give notice within **five (5) days** of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of **fifteen (15) days** following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon written notice.

24. **Assignment.** Buyer will not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

25. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

26. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

27. **Choice of Forum.** Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, will be instituted in the courts of the Province of British Columbia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding.

28. **Notices.** Each party will deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (other than routine communications having no legal effect) (each, a “**Notice**”) in writing and addressed to the parties at the addresses set forth in the Quotation (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); (b) upon the sender’s receipt of an acknowledgment from the intended recipient (such as by the “read receipt” function, as available, return email or other form of written acknowledgment), if delivered by email; (c) when sent, if sent by facsimile (with confirmation of transmission) on the date of transmission if a business day or if not a business day or after 5:00 p.m. on the date of transmission, on the next following business day.

29. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

30. **Survival.** Any covenant or provision of this Agreement which by its express terms is required to be observed, kept or performed after termination hereof, or which by its nature and effect is intended to survive termination of this Agreement will so survive termination of this Agreement.

31. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.