

This Agreement (the "Agreement") sets forth the terms and conditions under which seller (the "Seller") will sell Deliverables to the buyer (the "Buyer").

BUYER'S ORDER CONSTITUTES ACCEPTANCE OF ALL THE TERMS AND CONDITIONS HEREOF, WHICH SHALL APPLY TO THE EXCLUSION OF ANY TERMS AND CONDITIONS CONTAINED IN ANY ORDER OR COMMUNICATION OF BUYER NOT SPECIFICALLY AGREED TO IN WRITING BY SELLER. SELLER'S ACCEPTANCE OF BUYER'S ORDER FOR THE PURCHASE OF DELIVERABLES IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ACCEPTANCE OF THE TERMS CONTAINED HEREIN. ANY ADDITIONAL, INCONSISTENT OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN ANY ORDER OR OTHER COMMUNICATION FROM BUYER ARE HEREBY EXPRESSLY REJECTED. SELLER RESERVES THE RIGHT TO REVISE THESE TERMS OF SALE IN ITS SOLE DISCRETION AT ANY TIME AND WITHOUT PRIOR NOTICE TO BUYER BY UPDATING THESE TERMS OF SALE.

## 1. DEFINITIONS

"**Business Day(s)**" shall mean any day which is not (i) a Saturday; (ii) a Sunday; or (iii) a day upon which commercial banks located where the Goods are delivered, or Services performed are authorized or required to close.

"**Buyer**" shall mean the entity identified as the customer of the Deliverables and the counterparty of Seller in the Agreement.

"**Deliverables**" means collectively and indistinctly Goods and/or Services, as applicable.

"**Goods**" means those articles, materials, supplies, equipment, drawings, data, or other property described in the Agreement.

"**Law(s)**" shall mean any and all federal, provincial, state, territorial, local, foreign, or other statutes, rules, regulations, ordinances, acts, codes, legislation, published judicial decisions, published administrative orders, common law and similar laws or legal requirements imposed by any governmental entity or authority (or any agency or instrumentality thereof).

"**Parties**" shall mean Seller and Buyer. Each of Seller and Buyer may be referred to as a "Party."

"**Representatives**" shall mean, with respect to a Party, the employees, officers, directors, managers, agents, consultants, contractors or sub-contractors of such Party.

"**Services**" means any and all services of any kind provided by Seller to Buyer.

## 2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

Any advertising, quotations or bids provided by Seller do not constitute an offer to enter into an agreement and are not capable of acceptance but are rather invitations to Buyer to submit a binding offer to purchase Deliverables. Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Deliverables described in them, and they shall not form part of the Agreement or have any contractual force. In the event of any conflict between the provisions of this Agreement and the various contract documents, priority shall be given in the following order: (i) the sales agreement/order confirmation issued by Seller; (ii) this Agreement; and (iii) all other appendices to the Agreement.

## 3. PRICING AND PAYMENT TERMS

- a. The price of the Deliverables is as designated in the price quote provided by Seller. Once an order for Deliverables is received, before the order is accepted by Seller, Seller shall have the right to revise the pricing for the Deliverables.
- b. Unless specified to the contrary in writing by the Seller, terms of payment are net thirty (30) days from the date of Seller's invoice. Seller may review and change Buyer's payment terms at its sole discretion. As collateral security for the payment of the purchase price of Deliverables sold on credit (including jointly owned Deliverables) plus interest and costs, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer and under the Deliverables, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest.
- c. Should Buyer have any unpaid prior orders outstanding at the time an order is received, or, at Seller's sole discretion, should the financial performance of Buyer deteriorate, or should there be any changes in Buyer's corporate structure and/or ownership, Seller reserves the right to revoke any credit extended to Buyer and require payment prior to shipment of Deliverables or prior to Deliverables made available to Buyer, whichever is applicable. Overdue payment(s) and unpaid amounts shall bear interest at the annual rate of 2% above the prime rate announced by the Royal Bank of Canada or the maximum amount permitted under applicable Law, such interest shall be compounded on a monthly basis and shall become due and payable until payment.
- d. Seller will submit an invoice to Buyer when the Deliverables are shipped or deemed to be shipped according to this Agreement.
- e. Unless otherwise agreed by Seller at the time of the order, the following will be separately charged to Buyer by Seller or third parties (and paid by Buyer): (i) any costs of freight, including any changes as may occur in freight rates or transportation charges used in determining destination prices (if destination prices are used) after date of quotation or sale; (ii) any cost of insurance, sales tax, use tax, export tax, or any other tax or charges relating to the handling, storage, delivery, use and sale, including import or export license fees of the Deliverables; (iii) any terminal handling charges, demurrage, detention fees or charges, pump fees or charges, water-level fees or charges, quay fees or charges, special equipment fees or charges and any other similar fees or charges; and, (iv) any import or export fees or charges, customs duties or tariffs. Notwithstanding the foregoing, should the actual costs of such fees listed in this section be in excess or change from what was agreed to, or in effect at the time of the order or at the time of delivery of the Deliverables, Seller shall, at its own discretion, charge Buyer (and Buyer shall pay) the difference between the original estimated cost and the actual cost paid by Seller on behalf of Buyer. In addition to the above, upon delivery of the Deliverables, Supplier may, at its sole discretion, charge Buyer (and Buyer shall pay) for: (i) any costs or penalties incurred in case of cancelled or changed orders by Buyer; (ii) any costs or penalties incurred in case of damages to the vehicle of transportation, container, equipment (or similar); (iii) any fees or costs incurred due to delayed or prolonged unloading caused by Buyer or its Representatives; (iv) as freight paid prices only apply on the condition of unobstructed carriage, any costs related to additional waiting periods due to circumstances outside of Seller's control (viii) any additional customs duties or tariffs or import or export fees or charges.
- f. Buyer shall pay all amounts due without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by Law). Seller reserves the right to recover any-and-all fees and costs incurred as a result of the referral for collection of any of the above fees to an agency or legal firm.

## 4. DELIVERY, TITLE AND RISK OF LOSS

- a. Unless agreed in writing by the Seller or per Seller's order acknowledgment, the Deliverables shall be delivered Free Carrier (FCA) Seller's location (as per Incoterms® 2020), risk of loss of the Deliverables shall be as specified in the applicable Incoterms, and the loss or destruction of all or part of said Deliverables shall not release Buyer from any obligations of payment hereunder.
- b. Should Seller be responsible for delivery of the Deliverables, Seller shall exercise commercially reasonable efforts to deliver within the promised date on Seller's order acknowledgment but does not guarantee to do so. Delays in the delivery of Deliverables shall not entitle Buyer to (i) refuse to take delivery of the

Deliverables; (ii) terminate the Agreement (including any order(s) or related deliveries of Deliverables); (iii) cancel the order; (iv) claim any damages for late delivery or as a result of late delivery; or (v) delay payment (or any delivery).

- c. When Seller is responsible for delivery, Seller shall arrange for transportation of the Deliverables and:
- i. Seller may decide the mode and vehicle of transportation and carrier in its sole discretion, however, always in line with any agreed delivery terms.
  - ii. Buyer shall at all times cooperate fully with the selected carrier, and with all applicable times of unloading, as communicated by either the carrier or Seller.
  - iii. If the delivery is to be made by vessel, Seller's applicable shipping terms shall apply and are hereby incorporated by reference. The shipping terms are available from the Seller upon request by Buyer.
  - iv. Buyer shall provide Seller with adequate and timely delivery instructions in writing. If Buyer requires a special delivery method, it must request it no later than when placing the order. If it is not possible for Seller to deliver the Deliverables to the designated place of delivery/port, Seller shall inform Buyer, and be entitled to, in Seller's sole discretion, make delivery to the next accessible and suitable place of delivery/port, or to a place of delivery/port as requested by Buyer. Any additional costs incurred due to such changed place of delivery will be charged to Buyer by Seller (and paid by Buyer), unless caused by sole negligence of the Seller.
- d. All Deliverables shall be delivered in accordance with the Seller's standard practice and shall be subject to the normal tolerances, variations and limitations in respect of dimension, weight, shape, composition, mechanical properties, structure, quality and service conditions and to deviations from such tolerances consistent with practical testing and inspection methods. Deliveries are also made subject to overruns and underruns not exceeding 10% of the quantity ordered.
- e. Buyer cannot request Seller to postpone or retain the shipment of the Deliverables. If the Seller agrees to postpone the date of shipment of the Deliverables or retain the Deliverables at Seller's location beyond the original scheduled delivery date to Buyer's carrier, Seller may, at its own discretion, charge Buyer (and Buyer shall pay) the highest price between (i) the original price for the Deliverables quoted by Seller; (ii) the applicable price of the Deliverables at the time of the original promised delivery date by Seller; or (iii) the applicable price at the time of delivery of the Deliverables. Notwithstanding the foregoing, if, by the last day of the month of the original promised delivery date by Seller, the shipment of Deliverables to the Buyer or the Buyer's carrier has not commenced as a result of Buyer not requesting shipment of the Deliverables or scheduling carrier for pickup of the Deliverables, Seller may, at its sole discretion, decide to invoice Buyer for such Deliverables, subject to pricing adjustments and storage fees as outlined herein.
- f. The title to the Deliverables sold hereunder shall pass from Seller to Buyer when the full purchase price of the Deliverables has been paid. Upon failure to make any payment as herein provided, the whole purchase price and any note or security given on account therefore shall forthwith become due and payable and Seller may immediately enter the premises where the Deliverables are located and take possession of and remove the same as its personal property, and may retain any or all partial payments already received without affecting any further or other claims which Seller may have against Buyer.

## 5. EXPORT CONTROLS

- a. Buyer represents that (a) Buyer is not located in, domiciled in, a resident of, controlled by the government of, or organized under the Laws of a country or region that is subject to a U.S. or Canadian government embargo, as such countries may be subject to change from time to time; and (b) Buyer is not on or, directly or indirectly, owned, in whole or part, by any person or persons on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons, the Canadian government's Consolidated List of Sanctions, or any other U.S. or Canadian government list of parties with respect to which transactions are forbidden or restricted.
- b. Buyer shall comply with the applicable Laws and regulations of the country of origin of the products manufactured by Buyer, and also with such applicable Laws and regulations of the country of origin of the Deliverables, including the U.S. Government International Traffic in Arms Regulations (ITAR) and Export Administration (EAR), and the Canadian Export and Import Permits Act (EIPA) and shall be applicable to the export of products manufactured by Buyer. The Buyer shall also agree not to provide any products or technical information to a third party if doing so would violate the said applicable Laws and regulations in question.
- c. Buyer will not use the Deliverables (i) in connection with any military operations or the operation of nuclear facilities, aircraft navigation, communication systems, air traffic control devices, real time control systems or other systems or applications used in defense or military, and/or (ii) in the production of firearm, weapons of mass destructions, or any other similar products that can be used in military or activists operations.
- d. Buyer shall not export, re-export, import, or transfer the Deliverables or in violation of U.S. or Canadian Law or in any manner that is forbidden for U.S. or Canadian citizens, including, without limitation, transfer to a country or region that is subject to a U.S. or Canadian government embargo, and Seller shall not assist or facilitate others in doing any of the foregoing.
- e. Buyer shall indemnify and hold Seller harmless for all claims, demands, damages, costs, fines, penalties, legal fees and all other expenses arising from the failure of Buyer to comply with this clause.

## 6. INSPECTION

- a. Buyer shall inspect Deliverables within ten (10) Business Days after delivery of Deliverables and notify Seller in writing of any defects or any failure of the Deliverables to conform to the requirements of the applicable order.
- b. All claims by Buyer for shortages in a shipment of Deliverables or Deliverables damaged in transit must be made against the carrier. All claims by Buyer against Seller for nonconforming Deliverables must be made in writing to Seller within the period specified under 6 a. or Buyer shall be deemed to have accepted such Deliverables and any claims for nonconforming Deliverables shall be waived.

## 7. WARRANTY

- a. Seller warrants each item of Deliverables against defects in material and workmanship for a period of thirty (30) days from original date of shipment (the "Warranty Period"). This limited warranty is for the benefit of the original end Buyer only and is not transferable. With respect to any Deliverables that Seller ships to Buyer in exchange for a defective or damaged item of Deliverables, the Warranty Period for such shipped Deliverables shall not be extended beyond the end of the Warranty Period for the original Deliverables. In the event any defect in the material or workmanship of the Deliverables arises during the Warranty Period, Seller's sole liability shall be (at Seller's option o) to refund or replace any such Deliverables provided that (i) Seller is notified in writing by Buyer of the claimed defect(s) during the Warranty Period, (ii) the Deliverables are returned to Seller, at Buyer's own costs. Shipment of replaced Deliverables shall be at Buyer's costs and expenses. The Deliverables are being delivered strictly on the condition that Buyer has satisfied itself of their suitability for Buyer's particular purposes.

Any advice provided by Seller or its Representatives is given to the best of their knowledge and shall not relieve Buyer from undertaking its own investigations and tests, or subject Seller and/or its Representatives to any liability.

- b. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL NOT APPLY (i) IF THE DELIVERABLES HAVE BEEN ALTERED, EXCEPT BY SELLER, OR (ii) IF THEY HAVE BEEN SUBJECT TO MISUSE, NEGLIGENCE, OR ACCIDENT (iii) IF INACCURATE OR INCOMPLETE SPECIFICATIONS OR INSTRUCTIONS ARE SUPPLIED BY BUYER (IV) NORMAL WEAR AND TEAR. SELLER'S ONLY LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF A DEFECT IN THE DELIVERABLES, WHETHER ARISING IN TORT OR CONTRACT, IS AS STATED IN THIS SECTION.

## 8. LIMITATIONS OF LIABILITY

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, SELLER, OR ITS AFFILIATES, SUPPLIERS OR SUBCONTRACTORS SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER AND HOWSOEVER CAUSED, WHETHER ARISING UNDER STATUTE OR ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, BE LIABLE TO BUYER (OR ANY OTHER PERSON OR ENTITY) FOR ANY TRADING LOSSES, LOSS OF REVENUE, LOSS OF INCOME, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OR CORRUPTION OF DATA OR INFORMATION, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSS OR DAMAGE OF ANY KIND IN EACH CASE HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES.
- b. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE MAXIMUM LIABILITY OF SELLER TO BUYER (OR ANY OTHER PERSON OR ENTITY) UNDER OR IN CONNECTION WITH THE AGREEMENT AND/OR THE DELIVERABLES (INCLUDING FOR ANY DEFECT AND/OR DELAY AND/OR ANY BREACH OF AGREEMENT) WHETHER ARISING UNDER STATUTE OR COMMON LAW, OR ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) BREACH OF STATUTORY DUTY, INDEMNITY OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED THE TOTAL PRICE PAID OR PAYABLE BY BUYER TO SELLER FOR THE DELIVERABLES GIVING RISE TO THE CLAIM.
- c. Where Buyer acts as an intermediary for the sale of Deliverables from Seller, Buyer ensure that the limitations of liability, exclusions and other applicable provisions as set out in the Agreement shall be passed on to its customers, who shall in turn be obliged to do likewise, thus ensuring that the limitations of liability are maintained until the Deliverables reach the end-users.
- d. To the extent that Seller is made liable to a third party in respect of the Deliverables and/or the Agreement, Buyer shall indemnify (and keep indemnified) and hold harmless Seller to the same extent as Seller's liability is limited according to the Agreement, so that Seller's maximum exposure in respect of such third-party claim is limited to the amounts set out in the Agreement.

## 9. PRODUCT LIABILITY

If Seller determines that any Deliverables sold to Buyer may be defective or unsuitable for sale, at Seller's request, Buyer shall i) cooperate fully at its own cost with any investigation; and (ii) withdraw all such Deliverables from sale and, at Seller's sole option, either return such Deliverables to Seller, allow Seller to modify such Deliverables or destroy such Deliverables and provide Seller with written certification of such destruction. If Buyer returns or destroys all withdrawn Deliverables at Seller's request and provides Seller with written certification of such destruction consistent with Seller's instructions and acceptable to Seller, Seller will at its sole option (a) replace such returned or destroyed Deliverables; or (b) reimburse the purchase price actually paid by Buyer to Seller for Buyer returned or destroyed Deliverables. In addition to the above, Buyer shall cooperate fully with Seller in (i) identifying and contacting any of Buyer's customers or other end-users that may have received portion of the defective or unsuitable Deliverables; (ii) acting to eliminate or limit any liability associated with such defective or unsuitable Deliverables and (iii) obtaining the return to Seller or any such Deliverables (or arranging for their repair or destruction as instructed by Seller).

## 10. INTELLECTUAL PROPERTY

All plans, pricings, details of operations, drawings, technical specifications, documents, software, microfilm, data, or proprietary information relating to the Deliverables sold, distributed or manufactured hereunder remains Seller's exclusive property and may be neither copied nor reproduced nor communicated to a third party in any way whatever nor used for manufacture of any Deliverables or product similar to the Deliverables, or parts thereof. All documents submitted with tenders or qualifications process that do not result in an order shall be, at Seller's option, either destroyed or returned to Seller on request.

## 11. CONFIDENTIALITY

Prices, other terms of this Agreement, drawings, details of operations, must be treated by the Parties as confidential and may not be disclosed or shown to any third party without the prior written consent of the other Party. The disclosure of the terms of this Agreement or any other confidential information by a Party to a third party without proper written consent from the other Party is a material breach of this Agreement. Neither Party shall post any information relating to this Agreement on the Internet without the prior written consent from the other party.

## 12. PERSONAL INFORMATION

To the extent Seller collects or otherwise processes personal information (in accordance with relevant privacy regulations), Buyer shall ensure that it has all necessary authorizations, permissions, notices and consents in place to enable the lawful processing of Personal Information by Seller, including to disclose personal information to Seller and allow Seller to subsequently process personal information to fulfill the Services. Buyer agrees to only provide Seller the personal information necessary to provide the Services. To the extent Buyer provides unlawful or unnecessary personal information to Seller, it shall notify Seller without delay.

## 13. NOTICES

Unless otherwise specified herein, all notices, invoices and other communications required or permitted to be given or made hereunder shall be in writing and: (i) if to Seller, delivered personally or sent by pre-paid, first class certified or registered mail, return receipt requested or by overnight courier, to Seller's place of business or (ii) if to Buyer, sent by email to the email address Buyer provided in connection with Buyer purchase of the Deliverables, or delivered personally, sent by pre-paid, first class certified or registered mail, return receipt requested or by overnight courier, to the mailing address Buyer provided in connection with Buyer's purchase of the Deliverables.

## 14. COMPLIANCE WITH APPLICABLE LAWS

Buyer warrants and agrees that it shall comply with all Applicable Laws including without limitation, all applicable foreign and domestic anti-corruption and anti-bribery Laws and regulations and all Laws and regulations applicable to Buyer's employment practices, and shall not take any action that would subject Seller to penalties under the applicable Seller's location or foreign Laws, regulations or administrative requirements. Buyer acknowledges that it has read the Global Business Partner Code of Conduct and agrees that it will do nothing to cause Seller to be in violation of such Code.

**15. FORCE MAJEURE**

- a. Seller shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Buyer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes.
- b. In the event of delay due to one of the causes indicated in the above paragraph, the date of delivery and the contract price will be adjusted as may be reasonably necessary to compensate Seller, for such delay.
- c. If any such event continues for a period of more than three (3) months, the Seller may thereafter terminate the Agreement by giving ten (10) Business Days written notice to the Buyer. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of the Agreement occurring prior to such termination.

**16. TERMINATION**

- a. This Agreement may be terminated by Buyer only upon ninety (90) days' prior written notice and payment of termination charges, including but not limited to, all costs incurred prior to the effective date of notice of termination and all expenses incurred by Seller attributable to the termination (for example, the purchase of input and raw materials, work-in-progress, third-party service costs, transportation), plus a fixed sum of twenty percent (20%) of the final total price to compensate for the disruption in scheduling, planned production and other indirect costs.
- b. In addition to the termination rights set forth elsewhere in the Agreement, Seller may without liability give notice in writing to Buyer to terminate the Agreement (including any order(s) and related deliveries of Deliverables) immediately if: (i) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or bankruptcy of Buyer; (ii) Buyer is subject to any insolvency or bankruptcy proceedings, or has a receiver or administrator appointed over any part of its assets, or if it suffers any analogous process under any foreign Law; (iii) Buyer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or (iv) Buyer takes or suffers any similar or analogous procedure, action or event in any jurisdiction or (v) Buyer fails to comply with its obligations under this Agreement.
- c. Termination of the Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination pursuant to section 16 b. Upon termination of the Agreement Buyer shall immediately pay Seller (i) for all Deliverables that are delivered or made available for shipment (ii) costs incurred by Seller as of the date of termination (iii) plus a fixed sum of twenty percent (20%) of the final total price to compensate for the disruption in scheduling, planned production and other indirect costs and (iv) for all other amounts due or owed under the Agreement.

**17. NO WAIVER**

No waiver by either Party of any condition or the breach of any provision of these Terms of Sale in any one or more instances shall be deemed a further or continuing waiver of the same or any other condition or provision. Any right or remedy of Seller provided herein is in addition to Seller's other rights and remedies provided herein or by Law.

**18. GOVERNING LAW**

This Agreement and any order or contract placed hereunder shall be interpreted according to the Laws of the Canadian province in which Buyer is located and the federal Laws of Canada therein applicable, or if Buyer is located in the United States, the laws of the State of New York, the whole to the exclusion of their conflict of Law rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

**19. DISPUTE RESOLUTION**

All disputes arising under or in connection with the Agreement shall be resolved by (a) good-faith negotiations by knowledgeable, responsible Representatives of each Party who are fully authorized to settle any such dispute, or (b) in the event such negotiations do not resolve such dispute within a thirty (30) day period (or such longer period as the Parties may mutually agree), binding arbitration i) for Deliverables delivered or Services performed in the United States, such arbitration shall be held in *New York, New York*, by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or, ii) for Deliverables delivered or performed in the Province of Quebec, such arbitration shall be held in Montreal, Quebec, by a single arbitrator pursuant to the Arbitration Rules of the Canadian Arbitration Association or, iii) for Deliverables delivered or performed in Canada, with the exception of the Province of Quebec, such arbitration shall be held in Ottawa, Ontario, by a single arbitrator pursuant to the Arbitration Rules of the Canadian Arbitration Association. Each Party shall bear its own costs of these procedures; the Parties shall equally split the fees of the arbitration and the arbitrator. Notwithstanding the above, either Party shall have the right to seek a temporary restraining order, or an injunction related to the purposes of the order, to compel compliance with confidentiality obligations, or to file suit to compel compliance with this dispute resolution process.

**20. AMENDMENT**

No amendment or modification of the Agreement shall be valid unless expressly agreed to in writing by an authorized Representative of each of the Parties.

**21. ASSIGNMENT**

Buyer may not assign or otherwise transfer any rights hereunder without Seller's prior written consent, and any attempt to do so without consent is void. This Agreement is binding upon and for the benefit of the respective successors and assigns of the Parties hereto.

**22. SEVERABILITY**

If any provision of this Agreement is unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**23. ENTIRE AGREEMENT**

Save and except for any confidentiality agreement entered into between the Parties, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the Parties.

**24. LANGUAGE**

English Language. It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.*