

ENVIRONMENTAL METAL WORKS LTD.

GENERAL TERMS AND CONDITIONS

1 **Applicability.**

1.1 These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) by Environmental Metal Works Ltd. (“**Seller**”) to the buyer listed on the Sales Confirmation (as defined in section 1.2 below) (“**Buyer**”).

1.2 The accompanying quote and invoice (including any ancillary floor templates, work order, packing slip, drawing and other documents provided by Seller to Buyer) (the “**Sales Confirmation**”) 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. To the extent of a conflict between the Sales Confirmation and these Term, the Terms shall prevail and govern. Further, these Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfilment of Buyer’s order by Seller does not constitute acceptance by Seller of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

2 **Delivery.**

2.1 Subject to Section 2.2 below, the Goods will be delivered to the Delivery Point (as defined below) within the time specified in the Sales Confirmation (the “**Delivery Time**”). Subject to the limited warranty provided in Sections 12, 13, 14, and 15 (as applicable), Seller shall not be liable for any delays in production of the Goods, delays in transit of the Goods or loss or damage to the Goods during transit, including but not limited to, paint damage including all scrapes, scratches and chips and Buyer acknowledges that the Goods will be “nested” for the purposes of transit and paint damage incidental in connection therewith is hereby understood and accepted by Buyer and is expressly excluded from the limited warranty otherwise provided for hereunder.

2.2 Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Seller’s location specified in the Sales Confirmation (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Buyer shall accept delivery of the Goods on the date(s) stipulated in Seller’s written notice (the “**Delivery Notice**”) that the Goods have been delivered to the Delivery Point. 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 shall pay for the units shipped whether such shipment

is in whole or partial fulfilment of Buyer’s purchase order.

2.3 If for any reason Buyer fails to accept delivery of any of the Goods on the date stipulated in the Delivery Notice, or if Seller is unable to deliver the Goods to the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licences or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance costs).

2.4 Buyer acknowledges and agrees that Buyer, at its sole cost and risk, shall provide all transportation, equipment and labour as may be reasonably required to take delivery of the Goods at the Delivery Point. If the Delivery Point is Seller’s yard, then Buyer shall be required to arrange pick up of the Goods from the Seller’s yard. Buyer shall be responsible and solely liable for any and all damage to the Goods at any time from and after the Delivery Time.

3 **Non-Delivery.**

3.1 The quantity of any Goods as recorded by Seller on the Sales Confirmation is deemed conclusive evidence of the quantity received by Buyer on delivery.

3.2 Seller shall not be liable for any non-delivery of Goods (even if so caused by Seller’s negligence) unless Buyer gives written notice to Seller of the non-delivery within five days of the Delivery Time specified in the Sales Confirmation.

3.3 Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjustment to the invoice respecting such Goods to reflect the actual quantity delivered.

3.4 Buyer acknowledges and agrees that the remedies set forth in this Section 3 are Buyer’s exclusive remedies for the delivery of Non-Conforming Goods (as defined below). Except as provided under Section 3.3, all sales of Goods to Buyer are final and are made on a one-way basis and Buyer has no right to return Goods purchased to Seller.

4 **Quantity.** If Seller delivers to Buyer a quantity of Goods representing at least 10% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5 **Shipping Terms.** Unless otherwise agreed in writing by the parties, delivery shall be made to the Delivery Point specified in the Sales Confirmation.

6 **Title and Risk of Loss.** Except with respect to Seller's intellectual property rights related to the Goods, title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point at the Delivery Time. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, 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 under the Alberta *Personal Property Security Act* or such other applicable personal property security legislation.

7 **Title to and Interest in Intellectual Property.**

7.1 Buyer acknowledges and agrees that Seller is and shall be the sole and exclusive owner of all right, title and interest in and to the design, specification and any other intellectual property associated with the Goods along with any modifications thereto.

7.2 Buyer acknowledges and agrees that:

- (a) Buyer has no rights in or to the intellectual property associated with the Goods;
- (b) Buyer shall at no time reverse engineer the Goods;
- (c) Buyer shall at no time use Seller's engineering design and knowledge to reverse engineer the Goods or attempt to build or procure a similar system; and
- (d) Buyer shall have no right to, and covenants not to apply for, any intellectual property rights protection in respect of the Goods in any jurisdiction at any time.

7.3 If Buyer becomes aware that any person is infringing, or threatening to infringe, any intellectual property rights in the Goods, Buyer shall immediately notify Seller, in writing, to that effect. Seller shall, at its own expense, take all commercially reasonable actions and proceedings necessary to prevent any third party infringement of the intellectual property related to the Goods, as applicable, and may take any other action or proceeding it deems necessary against any third party to protect or defend the intellectual property rights in the Goods, as applicable. Buyer agrees to take no action against any third party infringer without the prior written approval of Seller. Buyer shall cooperate and assist Seller in any such action or proceeding, including the execution of documents, with Buyer's costs (including reasonable attorney's fees) reimbursed by Seller.

7.4 Buyer hereby assigns, grants and transfers to Seller, and acknowledges and agrees that Seller shall be the sole and exclusive owner of, all of the right, title and interest, in and to all of the improvements to the Goods, throughout the world, including, without limitation, all trade secrets, patent rights, copyrights and all other intellectual property rights therein (all regardless of who was involved therewith). Seller's ownership of and title to the improvements and intellectual property rights therein arises automatically upon the creation of such improvements. To the extent Buyer retains any title to any improvements for any reason whatsoever, Buyer shall take and cause to be taken all necessary steps (including a waiver of any moral rights therein) to transfer full title and ownership thereto to Seller.

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

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

9.1 Buyer shall inspect the Goods promptly, and in any event, within five (5) days 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 required by Seller. "**Non-Conforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

9.2 If Buyer timely notifies Seller of any Non-Conforming Goods within the Inspection Period, Seller shall, in its sole discretion, (i) replace such Non-Conforming Goods with conforming Goods, or (ii) credit or refund the Price (as defined below) for such Non-Conforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Non-Conforming Goods to Seller's facility located at Two Hills, Alberta. If Seller exercises its option to replace Non-Conforming Goods, Seller shall, after receiving Buyer's shipment of Non-Conforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

9.3 Buyer acknowledges and agrees that the remedies set forth in Section 9.2 are Buyer's exclusive remedies for the delivery of Non-Conforming Goods. Except as provided under Section 9.2, all sales of Goods to Buyer are final and made on a one-way basis and Buyer has no right to return Goods to Seller.

10 **Price.**
10.1 Buyer shall purchase the Goods from Seller at the prices (the "**Prices**") set forth in the Sales Confirmation. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

10.2 All Prices are exclusive of all harmonized sales tax, goods and services tax, provincial 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 shall be responsible for all such charges, costs and taxes; *provided that*, Buyer shall 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.

11 **Payment Terms.**

11.1 The Price shall be payable as follows: (i) Buyer shall pay an amount equal to thirty percent (30%) of the Price immediately upon receipt of the Sales Confirmation (the "**Deposit**") or at such other time as demanded by Seller; and (ii) the balance of the Price following payment of the Deposit shall be due to Seller within 30 days from the date of the Sales Confirmation. In the case of multiple shipments pursuant to a single sale or purchase order the Deposit shall be applied to the final invoice issued by Seller to Buyer. Buyer shall make all payments hereunder by way of wire transfer or certified cheque and in Canadian or US dollars (as is stated on the Sales Confirmation).

11.2 Buyer shall pay interest on all late payments at the rate of 1.5% per month (or 18% per year) calculated monthly, for each month or part thereof delinquency in payment. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, legal fees on a full indemnity solicitor-client basis. 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 shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.

11.3 Buyer shall 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.

11.4 In the event Buyer cancels an order, Buyer refuses to accept delivery (subject to Section 9), or Buyer is in breach of its obligations under this Agreement, Buyer shall forfeit the Deposit and be liable for all costs

incurred by Seller incident to such cancellation. The parties agree that Seller may retain the Deposit as liquidated damages and such amount is not a penalty but represents a genuine and reasonable pre-estimate of the damages Seller will suffer or incur as a result of the Buyer's cancellation. Further, the parties agree that such liquidated damages shall be payable whether or not Seller incurs or mitigates its damages and Seller shall not have any obligation to mitigate any such damages.

12 **Limited Warranty.**

12.1 **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 13.1, SELLER MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (A) CONDITION OR WARRANTY OF MERCHANTABILITY; OR (B) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (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.**

12.2 **WHERE APPLICATION OF A LIMITED WARRANTY IS SUBJECT TO DETERMINATION, SUCH DETERMINATION SHALL BE MADE SOLELY BY SELLER. THIS LIMITED WARRANTY IS EXCLUSIVE TO BUYER, IS NOT TRANSFERRABLE UPON SALE OR OTHER DISPOSITION OF THE GOODS AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTY BY BUYER WITHOUT THE EXPRESS, PRIOR WRITTEN CONSENT OF SELLER, WHICH CONSENT MAY BE WITHHELD BY SELLER FOR ANY REASON IN ITS SOLE AND ABSOLUTE DISCRETION.**

12.3 **PRODUCTS MANUFACTURED BY A THIRD PARTY ("THIRD PARTY PRODUCT") MAY CONSTITUTE, CONTAIN, BE CONTAINED IN, INCORPORATED INTO, ATTACHED TO OR PACKAGED TOGETHER WITH, THE GOODS. THIRD PARTY PRODUCTS ARE EXPRESSLY EXCLUDED FROM THIS LIMITED WARRANTY. FOR THE AVOIDANCE OF DOUBT, SELLER MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (A) CONDITION OR WARRANTY OF MERCHANTABILITY; (B) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) 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.

13 **General Warranty.**

13.1 Subject to Section 14, Seller warrants to Buyer that for a period of one (1) year from the date of shipment of the Goods from Seller to Buyer ("**General Warranty Period**"), that such Goods will materially conform to the specifications ordered and will be free from material defects in material and workmanship. For greater certainty, all painted surfaces of Goods are not warranted from scratches, scrapes, chipping or other damage resulting from impact or improper deposit of waste materials, damage due to the loading or unloading of the Goods in the ordinary course of intended use of the Goods, damage due to or incurred during the shipping of the Goods including any damage as a result of the "nesting" of the Goods to facilitate shipping or the unloading of the Goods by Buyer and damage as a result of the ordinary wear and tear of the Goods consistent with industry practice.

14 **Claims Procedure for Limited Warranties.**

14.1 Seller shall have no liability to repair, replace or otherwise rectify any Goods pursuant to Section 13.1, unless: (i) greater than two (2%) percent of the Goods provided to Buyer in any given calendar year are alleged by Buyer to be defective or damaged and subject to one or more of the limited warranties provided for herein and then, provided further that: (i) Buyer gives written notice of the defect or damage, reasonably described, to Seller within the General Warranty Period (for claims under Section 13.1), (ii) Seller is given a reasonable opportunity after receiving the notice 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 such examination; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective or damaged and should be covered under the applicable limited warranty provided for herein.

14.2 Seller shall not be liable for a breach of the limited warranty set forth in Section 13.1 if: (i) Buyer makes any further use of such Goods after giving such notice referred to in Section 14.1 above; (ii) the defect or damage 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.

14.3 In the event of a claim being made pursuant to Section 13.1, Seller may repair, replace or otherwise rectify, in its sole and absolute discretion, any defect or damage resulting to the Goods, provided that: (i) the Goods have not be subjected to impact, loading, storage and/or unloading of waste or transport which is not ordinary to residential and/or light-industrial

waste or uses; (ii) the Goods are not used for storage of construction, corrosive or caustic waste or any other use not consistent with the intended use of the Goods; and (iii) the Goods are used: (X) in accordance with the design and specifications of such Goods, (Y) in accordance with common industry practice, and (Z) by reputable companies in the waste disposal business.

14.4 In lieu of repairing, replacing or otherwise rectifying Goods covered under the limited warranty provided for in Section 13.1, Seller shall have the right, in its sole and absolute discretion, to set-off against amounts owing by Buyer to Seller or provide credit to Buyer in respect of any compensation due to Buyer pursuant to these Terms.

14.5 **THE REMEDIES SET FORTH IN SECTION 14.4 SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 13.1.**

15 **Indemnity and Limitation of Liability.**

15.1 Buyer agrees to indemnify, hold harmless and defend Seller and its directors, officers, employees, contracts, and agents from and against any and all losses, claims, damages, judgments, proceedings, applications, liabilities, penalties, costs or expenses (including legal fees and disbursements) arising from or incurred by reason of (i) transportation, delivery and use of the Goods by Buyer; (ii) any violation of Section 7 (Title to and Interest in Intellectual Property); (iii) any violation of Section 19 (Confidentiality) and (iv) any breach of Buyer's obligations hereunder.

15.2 **IN NO EVENT SHALL SELLER 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 ANY BREACH OF THESE TERMS, 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.**

15.3 **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, 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 SOLD HEREUNDER.**

15.4 The limitation of liability set forth in Section 15.3 shall not apply to (i) liability resulting from Seller's gross negligence or wilful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

16 **Compliance with Law.** Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under these Terms or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance.

17 **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: (i) fails to pay any amount when due under these Terms and such failure continues for 30 days after Buyer's receipt of written notice of non-payment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Notwithstanding the foregoing, Seller may terminate this Agreement in its absolute and sole discretion, acting reasonably, without further obligation or liability to Buyer, upon 15 days' notice to Buyer and to the extent Buyer has delivered the Deposit to Seller, Seller shall return the Deposit to Buyer.

18 **Waiver.** No waiver by Seller of any of the provisions of these Terms 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 these Terms 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.

19 **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 (including Seller's premises, shop and yard), 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 these Terms is confidential, solely for the use of performing these Terms and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall

promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section 19. This Section 19 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.

20 **Force Majeure.** If, by reason of Force Majeure, to be invoked by notice in writing from Seller to Buyer claiming Force Majeure, Seller is unable, wholly or partially, to perform or comply with its obligations under these Terms, then Seller so affected by Force Majeure will be excused and relieved on a day for day basis from performing or complying with such obligations (other than payment obligations) for the period of time in which such Force Majeure will continue and will not be liable for any liabilities, damages, losses, payments, costs, expenses to, or incurred by, Buyer in respect of or relating to such Force Majeure. Seller invoking Force Majeure will use commercially reasonable efforts to remedy the situation and remove, so far as possible, the Force Majeure and shall give written notice to Buyer of the termination of the event of Force Majeure within ten (10) days of the termination of the event or circumstances constituting Force Majeure. For the purposes of this Section 20, "Force Majeure" shall mean any act, event, cause or condition that prevents Seller from performing its obligations and that is beyond Seller's reasonable control, and will include: (a) acts of God; (b) floods, fires, earthquakes or explosions; (c) local, regional or national states of emergency; (d) strikes and other labour disputes (whether or not relating to Seller's workforce); (e) civil disobedience or disturbances, war, invasion or hostilities (whether war is declared or not) acts of sabotage, blockades, insurrections, terrorism, revolution, riots; (f) epidemics, pandemics, outbreaks, or COVID-19; (g) an order, judgment, legislation, ruling, mandate or direction by governmental bodies or authorities restraining seller; and (g) restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or telecommunication breakdown or power outage. The occurrence of an event of Force Majeure shall not excuse or release Buyer from its obligations hereunder, including without limitation payment of any amounts due.

21 **Assignment.** Buyer shall 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 21 is null and void. No assignment or delegation relieves Buyer of any of its obligations under these Terms.

22 **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall

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 shall have authority to contract for or bind the other party in any manner whatsoever.

23 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24 **Governing Law.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Alberta or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Alberta. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

25 **Submission to Jurisdiction.** Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to these Terms, including all exhibits, schedules, attachments, and appendices attached to these Terms or to which these Terms are attached, and all contemplated transactions, shall be instituted in the courts of the City of Calgary in the Province of Alberta and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding.

26 **Notices.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with

all fees pre-paid), electronic mail, facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid) and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient or on the next business day if not sent during normal business hours, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery.

27 **Severability.** If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

28 **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: *Title to and Interest In Intellectual Property Associated with the Goods* (Section 7), *Amendment and Modification* (Section 8), *Payment Terms* (Section 11) *Limitation of Liability* (Section 15), *Compliance with Law* (Section 16), *Confidential Information* (Section 19), *Governing Law* (Section 24), *Submission to Jurisdiction* (Section 25) and *Survival* (Section 28).

29 **Authority.** Buyer acknowledges and agrees that the signature of the individual agreeing to these Terms on behalf of Buyer has the authority to legally bind Buyer.

30 **Deemed Acceptance.** These Terms govern the sale of the Goods by the Seller to the Buyer. By accepting delivery of the Goods as described on the Sales Confirmation (defined at Section 1.2 above), the Buyer agrees to be bound by and accepts these Terms.