

1. DEFINITIONS

“**Additional Terms and Conditions of Purchase for Raw Materials**” means the terms and conditions which applies to Goods considered raw material in the Buyer’s manufacturing process or identified as such on the Order.

“**Buyer**” means the entity issuing this Order.

“**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 Order.

“**Order**” means the purchase order provided by Buyer, which incorporates by reference these Terms and Conditions of Purchase, the Additional Terms and Conditions of Purchase for Raw Materials (if applicable), all documents incorporated by specific reference herein, all performance requirements and specifications issued hereunder, and all drawings, models, and samples furnished hereunder.

“**Seller**” means the party to which this Order is addressed and also includes Seller’s principal if Seller is acting as broker or agent.

“**Services**” means (i) any and all services of any kind provided by Seller to Buyer and (ii) any and all deliverables of any kind, whether tangible or intangible, provided by Seller to Buyer in connection with or as a part of such services.

2. GENERAL

If the Order is deemed to constitute an offer, it may be accepted only on terms set forth in the Order, including, without limitation, these Terms and Conditions. If the Order is deemed to constitute an acceptance of an offer, such acceptance is expressly conditioned on Seller’s assent to the terms of the Order, including, without limitation, these Terms and Conditions of Purchase, and shipment of any part of the Deliverables or other commencement of performance shall be deemed to constitute such assent. Any additional and/or different terms and conditions proposed by Seller and/or any attempt by Seller to vary any of these terms and conditions shall be deemed a material alteration and is hereby objected to and rejected.

3. PRICE

- a. The Order shall not be filled at a higher price than specified herein. If the price is omitted in the Order, the Deliverables shall be billed at the price last paid or quoted, or at the prevailing market price, whichever is lower. Unless otherwise specified in the Order, the price includes all packaging, transportation costs to Buyer’s site, insurance, duties and any applicable fees. Seller shall not assess, and Buyer shall not be responsible for, surcharges of any kind or price increases (including, but not limited to, surcharges for or price increases related to raw materials, fuel, freight or otherwise), unless specifically agreed to in a writing signed by Buyer or included in the Order which states the applicable surcharge and the precise method or formula by which such surcharge is determined. Notification by Seller of a price increase shall constitute an immediate default, whereupon Buyer shall have the right to purchase the Deliverables described on this Order elsewhere and charge Seller any loss incurred as a result of Seller’s default.
- b. Buyer shall only be liable for such federal, state, provincial and local taxes levied on Buyer which Seller is required by law to collect from Buyer. Notwithstanding the foregoing, Buyer shall not be liable for any tax unless the amount of such tax is separately stated on the invoice. In the event importation or exportation of the Deliverables results in the assessment of duties or tariffs on Buyer as the importer, Seller shall reimburse such duties or tariffs to Buyer, provided such reimbursement is permitted under applicable laws and regulations.

4. CHANGES

Buyer may at any time, by written notice to Seller, make changes in the drawings, specifications, quantities, delivery schedules and shipping instructions or other terms under the Order. If any such change increases or decreases the cost of performing the Order or the time required for its performance, an equitable adjustment in prices and/or delivery schedules shall be agreed between the parties as soon as practicable, but in any event no later than 10 days after such change has been communicated to Seller by Buyer.

5. INVOICING AND PAYMENT

- a. Seller agrees that the Deliverables are being sold to Buyer on credit under the terms described on the Order. If no credit terms are set forth or referenced on the Order, payment shall be due sixty (60) days from the later of (i) Buyer’s receipt of an accurate Seller’s invoice, or (ii) Buyer’s acceptance of the Deliverables.
- b. Invoices will be submitted by Seller to the location indicated on the Order and shall include the Order number, part number/product description, unit price, and name of person or party issuing the Order. Unless specified in the Order or agreed otherwise in writing, all invoicing and payments shall be made in (i) U.S. dollars if the Deliverables were delivered or performed in the United States; or (ii) in Canadian dollars if the Deliverables were delivered or performed in Canada. In any case, invoices and payments shall always be made in the same currency of the Order.

- c. Unless otherwise agreed by the parties in writing, the Buyer will have no obligations to pay for defective or incomplete Deliverables or any amounts in dispute. The Buyer shall have the right to offset, deduct or withhold any amounts disputed in good faith against any monies owed to Seller. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.
- d. Seller expressly waives and releases any and all claims to any lien upon any Deliverables owned or purchased by Buyer or Services performed for Buyer.

6. DELIVERY

- a. Time is of the essence in the performance of the Order. Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties. Seller shall provide the Services to Buyer as described and in accordance with the requirements of the Order.
- b. Deliverables shall be suitably packed and prepared for shipment to secure lowest transportation rates (unless a premium method is specified on the Order) and to comply with carrier and packaging regulations, including the International Standard for Phytosanitary Measures for wood used in packaging. Unless expressly agreed to by an authorized representative of Buyer, no charges shall be allowed for packing, crating, freight express, or cartage. Buyer may select the mode of transportation, the routing of, and the carrier for the Deliverables. Exceptions to stated routings and terms must be secured from an authorized representative of Buyer, and Seller shall be liable for excess transportation costs resulting from any deviation from Buyer's instructions.
- c. Deliverables shall be delivered DDP (delivered duty paid) per Incoterms 2010 by Seller to Buyer's place of business from which the Deliverables were ordered, unless otherwise specified on the Order. Unless Buyer instructs otherwise, shipments with the same ship to address must be combined for the lowest freight rates. Seller shall not send partial shipments unless authorized by Buyer.
- d. Buyer's part number & order number must appear on all shipping papers, parcels, or containers.

7. TITLE AND RISK OF LOSS

Unless otherwise agreed in writing, all shipments shall be DDP (duty delivered and paid) per Incoterms 2010 Buyer's destination. Seller accepts liability for any loss or damage occurring to Goods or property of Buyer in Seller's possession (as the case may be), and Seller undertakes to insure property for its full value against all risks. Notwithstanding anything to contrary, title to Deliverables shall pass from Seller to Buyer upon delivery of Goods to Buyer's premises or completion of the Services, and all nonconformities are cured or accepted. Seller shall remain the owner thereof and bear all risks in connection therewith until such time. In the event of pick-up by Buyer, title and risk of loss of the Goods shall pass to Buyer after the Goods have been properly loaded and secured onto the transport facilities provided by Buyer.

8. DELAYS

- a. At any time prior to the time for delivery, if (i) as soon as Seller has reason to believe that it will be unable to meet its delivery schedule, it shall immediately notify Buyer in writing indicating the cause of delay and the suppliers involved and shall use its best efforts to cure the anticipated delay; or, (ii) Buyer has reasons to believe Seller will be unable to meet its delivery schedule, it shall immediately notify Seller in writing indicating the concerns. Upon receipt of such notice by either party, or upon occurrence of an actual delay, Buyer may, in its sole discretion, (i) direct expedited routing/performance of the Deliverables, with Seller being responsible for all excess costs and the liquidated damages set forth above if applicable, or (ii) cancel the Order, in whole or in part, by written notice to Seller and purchase substitute Deliverables elsewhere, with Seller being responsible for all resulting excess costs, including, without limitation, any increase in the price paid for the Deliverables and any expenses to expedite routing/performance of the substitute Deliverables.
- b. In the event of Seller's delay or failure to perform (except when due to a cause beyond Seller's reasonable control as outlined above), Seller shall pay to Buyer, upon demand, as liquidated damages and not as a penalty, an amount equal to 1.0% of the contract price of the Deliverables for every week of delay beyond the delivery date specified on the Order. For sake of clarity, a week applicable percentage of liquidated damages is considered whole on day one of such week.

9. EXCESS QUANTITY

Buyer's count shall be conclusive, and Buyer shall have no liability for payment for Deliverables delivered in excess of the quantity specified herein unless Buyer elects to keep such excess, and then Buyer shall be liable only for the price thereof and, if applicable, not

any incremental freight expenses. Such excess Deliverables shall, at Buyer's option, be subject to rejection by Buyer and, if applicable, redelivered to Seller at Seller's expense.

10. INSPECTION AND ACCEPTANCE OF DELIVERABLES

- a. If Deliverables are designated for tests, inspections or approvals in the Order or by the laws or ordinances of the Buyer's location, the Seller shall give Buyer reasonable notification of when the Deliverables will be ready for review and inspection. The Seller shall arrange for and shall give Buyer reasonable notification of the date and time of inspections by other authorities. Seller shall provide sufficient, safe, proper facilities and access at all times for such review and inspection, including at Seller's premises. An inspection at Seller's premises shall not deprive of Buyer's right to final inspection at its own premises. Seller shall furnish promptly to Buyer copies of certificates and inspection reports relating to the Deliverables.
- b. After receipt of the Deliverables, Buyer shall have a reasonable time, but not less than 10 days, in which to inspect and accept or reject the Deliverables, and payment for the Deliverables shall not constitute acceptance.
- c. Buyer reserves the right to reject Deliverables not conforming to the Order. Unless specifically agreed otherwise, Rejected Goods shall be returned to Seller for full credit or replacement, at Seller's risk and expense, including transportation costs both ways, and rejected Services shall be carried out to complete satisfaction with the specifications and requirements set forth in the Order, at Seller's risk and expense, including all related travelling costs and expenses. Buyer may, at its option, purchase substitute Deliverables in lieu of the rejected Deliverables, with Seller being responsible for all resulting excess costs, including, without limitation, any increase in the price paid for the Deliverables and any expenses to expedite routing/performance of the substitute Deliverables.
- d. Acceptance by Buyer of part of the Deliverables shall not bind Buyer to accept the remainder. Acceptance of all or a part of the Deliverables shall not deprive Buyer of the right to revoke acceptance and return any part of the Deliverables, in the case of Goods, or the right to make a claim for damages because of the failure of the Deliverables to conform to the Order by reason of defects or other breach of warranty or by reason of damage caused by improper packing. Buyer shall not be liable to Seller for failure to accept the Deliverables for causes beyond Buyer's reasonable control.

11. WARRANTIES

- a. Each party warrants to the other that it (i) has full power and authority to enter into and perform this Order, and (ii) that its entry into performance under the terms of this Order will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party.
- b. In addition to Seller's standard warranty on the Deliverables, Seller warrants, for the longer of either twenty-four (24) months after Buyer's final acceptance of Deliverables or Seller's standard warranty period, that all Deliverables shall (i) strictly conform to the terms, conditions, specifications, descriptions, drawings, and data specified herein or furnished herewith; (ii) be of good design, quality, material, and workmanship; (iii) be free from non-compliance, failure and defects in materials and shall be merchantable and fit for their particular purpose; (iv) meet applicable industrial, governmental and any other regulatory bodies standards (including but not limited to safety and environmental); (v) be manufactured, produced, and/or performed in compliance with all applicable laws; and (vi) be free from liens, security interests or encumbrances.
- c. Seller further warrants the Services are performed in a good an workmanlike manner, exercising the knowledge, skill and care of a person or persons expert in the performance of similar services but in no event less than a reasonable level of knowledge, skill and care and using competent, properly trained, properly certified, properly accredited, properly licensed, properly skilled and suitably experienced personnel. Seller warrants that it has conducted any and all examinations and investigations and made any inquiries Seller deems necessary or advisable before agreeing to this Order, including without limitation examinations, investigations and inquiries pertaining to the conditions at any location(s) where Services may be performed or used.
- d. Seller further\ warrants that all Deliverables are free of asbestos and all other hazardous materials and that no claim, demand, or notice has been filed nor any proceeding commenced alleging liability of Seller in connection with the use of asbestos and/or any other hazardous materials relating in any way to the manufacture or sale of the Goods or performance of the Services. Seller shall notify Buyer of all hazardous materials which are contained in the Deliverables. Seller shall provide a material safety data sheet for Deliverables containing or using a hazardous materials that is purchased by Buyer from Seller, and Seller shall affix on each container containing hazardous materials the chemical name and the appropriate hazard warning for the use and safe handling of the hazardous materials. In addition to the obligations herein, Seller shall provide other material safety data sheets relating to the Deliverables upon request.

- e. Seller further warrants that Seller will have title to the Deliverables and the right to sell such Deliverables at the time of delivery to Buyer, and that all such Deliverables shall be new and unused (unless otherwise specified in the Order) at the time of delivery to Buyer.
- f. Seller shall also extend to Buyer the warranties or guaranties, if any, given to Seller by any third-party manufacturer of component parts and accessories or subcontractors' performance incorporated into the Deliverables sold hereunder. Seller agrees to use its best efforts and will cooperate with Buyer in enforcing any claims against such third-party manufacturer(s)/ subcontractor(s) for defects that may occur.
- g. All warranties shall survive any intermediate or final inspections, delivery, acceptance, or payment by Buyer, and all such warranties shall run to Buyer, its successors, assigns, customers, and users of the Deliverables. No warranties shall be deemed disclaimed or excluded except in writing signed by an authorized representative of Buyer.
- h. In the event of failure during the said warranty period, repairs, provision again, replacements or re-performance of defective Deliverables, or any part thereof, shall be made by Seller, without any cost to Buyer, at any time within the applicable warranty period of the Deliverables. Such repair, provision again, replacement parts or re-performance shall include, at no cost to Buyer, removal and installation and the provision herein concerning inspection shall apply thereto. The warranty on such repairs, provision again, replacement parts or re-performance shall be effective for a new period of twenty-four (24) months or Seller's standard warranty period, whichever is longer, from such repair, provision again, replacement or re-performance. In the event that the repair, provision again, replacement parts or re-performance of the Deliverables contained in this Order becomes necessary and Seller is unable or unwilling to effect promptly such repair, provision, replacement or re-performance, Buyer shall have the right to effect or to have effected such repair, provision, replacement or re-performance at Seller's expense and, at Buyer's option, may deduct all expenses thereby incurred from any amounts owed to Seller. Notwithstanding the foregoing, the provisions of this clause shall not be interpreted to limit or decrease any other warranty in favor of Buyer, including legal warranties.

12. INTELLECTUAL PROPERTY

- a. Seller shall protect and indemnify Buyer from and against any loss, cost, damage, or expense arising from infringement or alleged infringement of any patent of the United States, Canada or foreign letters patent by any of the Deliverables, and Seller shall defend or settle at its own expense any suit, action, or proceeding brought against Buyer for such infringement. Furthermore, in the event that Buyer should be enjoined in such suit or proceeding from using any of the Deliverables, Seller, at its option, shall promptly either (a) secure termination of the injunction and obtain for Buyer the right to use such Deliverables without any obligation or liability; (b) replace such Deliverables with non-infringing goods, all at Seller's expense and to Buyer's satisfaction; or (c) remove such Deliverables at Seller's expense and refund to Buyer the amount paid. The provisions of this paragraph shall not apply to claims, demands, suits, or injunctions directly attributable to Deliverables manufactured or performed by Seller in accordance with Buyer's specific instructions, specifications, design, or drawings.
- b. Buyer retains all right, title and interest in and to all information and materials (including, but not limited to, all drawings, designs, specifications, technical data, production or product "know-how", and/or proprietary information of Buyer, in whatever form or format, furnished to Seller to facilitate performance under the Order, and the same shall be (i) treated as Buyer's confidential information and held in strict confidence, (ii) used exclusively by Seller to complete the Order, and (iii) returned to Buyer at its direction or within five (5) days after completion, termination, or cancellation of the Order, along with all copies or reproductions thereof. Seller shall restrict disclosure of such information solely to those of its employees, representatives, agents and sub-suppliers who have a need to know for purposes of completing the Order and shall ensure that each recipient of such information is made subject in writing to the obligations to keep such information confidential.
- c. Any and all information, inventions or deliverables (whether or not patentable or copyrightable) conceived or developed as a result of or in connection with this Order ("Work Product) shall be promptly disclosed to the Buyer. All Work Product shall be the sole property of the Buyer. Seller hereby assigns, transfers and conveys to Buyer, and to the extent necessary shall cause its employees and agents to assign, transfer and convey to Buyer, all rights, title, interest in and to, all intellectual property rights in Work Product for all purposes, applications and fields of use (including by way of an assignment of future intellectual property rights). At Buyer's request and at no additional cost to Buyer, Seller shall cooperate with Buyer to complete such assignment and shall execute (or cause its employees and agents to execute) all documentation reasonably requested by Buyer to effect the assignment or to obtain, record or enforce all intellectual property rights.

13. CONFIDENTIALITY

Prices, other terms of this Order, 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 Order 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 Order. Neither party shall post any information relating to this Order on the Internet without the prior written consent from the other party.

14. BUYER'S PROPERTY

- a. All property of Buyer furnished or made available to Seller for performance of work under the Order, including, but not limited to, materials, tools, tooling, special tooling (as defined below), equipment, and replacements thereof, shall remain the property of Buyer, shall be segregated from Seller's property and be individually marked and identified as Buyer's property and shall be promptly returned to Buyer at its written request, or upon termination, cancellation, or completion of the Order. Seller shall maintain and keep up-to-date a list of all such property, and shall furnish the list to Buyer upon request. Such property, including, without limitation, special tooling, shall be used exclusively for performance under the Order and Seller agrees to: (i) maintain such property in good condition and assume all risks and liability for loss or damage thereto excepting normal wear; (ii) purchase insurance to cover the replacement cost thereof, with the proceeds payable to Buyer, and furnish Buyer evidence of such insurance upon request; (iii) permit inspection of such property by Buyer during normal business hours; (iv) at Buyer's request, furnish detailed statements of such inventory; and (v) fully cooperate and assist Buyer in any effort by it to obtain possession of such property through court proceedings or otherwise.
- b. Before commencing work under the Order, Seller agrees to obtain Buyer's prior written approval for the purchase of any special tooling, describing in detail in such request each item and its price. Upon completion, cancellation, or termination of the work for which such special tooling is required, Seller shall prepare a list of Deliverables for which special tooling has been used, together with a detailed listing in a form acceptable to Buyer of the special tooling, including each item's unamortized cost and fair market value, and shall upon request by Buyer, in its sole discretion, transfer title to the special tooling to Buyer, by written assignment, free and clear of liens and encumbrances, in exchange for the lesser of the tooling's unamortized cost or fair market value, and shall transfer possession of the special tooling to Buyer, except that Buyer shall be under no obligation to purchase such special tooling. Buyer reserves the right to dispose of special tooling without taking possession thereof and to receive any salvage or resale revenues resulting therefrom. Seller agrees that Buyer shall have the right to enter Seller's premises for the purpose of obtaining possession of any special tooling.
- c. As used herein, "special tooling" means all patterns, dies, fixtures, molds, jigs, models, gauges, inspection devices, special cutting tools, special test devices, drawings, and templates, and any replacements thereof, which, prior to the date of the Order, were not owned or used by Seller and which Seller has been or will be required to acquire and use solely for the purpose of furnishing Deliverables under the Order. Special tooling does not include tools, capital items, or property owned by or furnished by Buyer.

15. INDEMNIFICATION

Seller shall defend, indemnify and save harmless Buyer from and against any loss, cost, damage, or expense, including but not limited to reasonable attorneys' fees, suffered or incurred by Buyer, Buyer's affiliates, and/or their respective directors, officers, employees and agents and/or for which any of them may be liable to any third party, due to, arising from or in connection with, directly or indirectly:

- i. any and all claims made against Buyer by reason of injury or death to person or damage to property suffered or claimed to have been suffered by any person or entity and caused or alleged to have been caused by defective Deliverables or by any act or omission of Seller or any of Seller's subcontractors, employees, or agents;
- ii. any and all damage to Buyer's property, including property occupied or used by or in the care, custody, or control of Seller, caused or alleged to have been caused by defective Deliverables or by any act or omission of Seller or any of Seller's subcontractors, employees, or agents;
- iii. any and all claims made against Buyer by reason of injury or death to person or damage to property, howsoever caused or alleged to have been caused, and suffered or claimed to have been suffered by Seller or any of Seller's subcontractors, employees, or agents;
- iv. liabilities, claims, fines, civil and criminal penalties which arise directly or indirectly out of the failure of Seller to comply with the Insurance and/or Compliance with Law provisions of the Order; and
- v. an actual or alleged breach of warranty under the Order or other actual or alleged breach of the Order by Seller.

In no event shall Seller be required to indemnify Buyer for any injury, death, or loss caused solely by the negligence of Buyer.

16. LIMITATION OF LIABILITY

EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, BUYER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, WHETHER CAUSED BY BREACH OF THE CONTRACT OR BY TORT OR ARISING IN ANY OTHER WAY AND WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE FORESEEABLE AT THE TIME OF ISSUANCE OF THIS ORDER.

17. INSURANCE

Seller warrants that it has and shall maintain throughout the term of this Order and for a period of five (5) years thereafter for the mutual benefit of Buyer and Seller, the insurance specified in Schedule A. If Seller subcontracts any portion of Seller's obligations under this Order, Seller shall ensure that each subcontractor also maintains for the mutual benefit of Buyer and such subcontractor, the insurance specified in Schedule A.

18. HEALTH, SAFETY AND SECURITY

- a. If any of Seller's or any subcontractor's employees, agents, or representatives ("Seller Personnel") enter upon Buyer's premises, Seller shall ensure that such Seller Personnel abide by and follow all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures. Seller shall be deemed to have examined and taken into consideration all relevant conditions, risks, contingencies, legal requirements, necessary schedules, drawings and plans and all other circumstances which may influence or affect the provision of the Deliverables or its obligations under the Order, and to have obtained on its own responsibility all additional information and details which Seller requires for the execution and completion of the Order. Buyer shall not be responsible for any costs, losses or delays due to failure of Seller to obtain such information. Seller will be fully responsible for the conduct of Seller Personnel while on Buyer's premises.
- b. On Buyer's premises, Seller shall, at all times, maintain the whole area of its operations in a clean, tidy and safe condition and arrange all items necessary for providing the Deliverables in an orderly manner. Any rubbish, waste material, debris, etc. generated from providing the Deliverables shall be systematically cleared off the working areas and Seller shall be responsible for disposing of material in accordance with applicable laws. In addition, any substance or material that could cause damage or harm to the environment shall be stored at, transported to, treated at, and removed from Buyer's site using the best available technology and in accordance with applicable laws. Seller shall also remove all its items constituting a fire hazard from Buyer's site. If Seller fails to immediately comply with written instructions to remove materials, Buyer shall remove such materials at Seller's risk and expense.

19. CORPORATE SOCIAL RESPONSIBILITY AND SUSTAINABILITY

Seller acknowledges Buyer's commitment to corporate social responsibility and sustainability through the supply chain of its products. Buyer has implemented and could implement various internal social responsibility and sustainability policies that may be applicable to Seller's operations, and to the conduct of its employees, advisors, shareholders, suppliers and subcontractors. Therefore, in addition to complying with such policies, Seller shall commit to participate as a member of the local and regional society in which it is involved, contributing to sustainable development of such communities it forms part of and conducting investments aimed at creating shared value and sustained mutual benefits. Such developments include, but not limited to, education, environment, health, culture, science and research, renewable energy and community development.

20. COMPLIANCE WITH APPLICABLE LAWS

Seller warrants and agrees that it shall comply with all applicable laws, rules, codes, standards, directives, regulations and administrative requirements, including without limitation, all applicable foreign and domestic anti-corruption and anti-bribery laws and regulations and all laws and regulations applicable to Seller's employment practices, and shall not take any action that would subject Buyer to penalties under the applicable Buyer's location or foreign laws, regulations or administrative requirements. Seller acknowledges that it has read the Global Business Partner Code of Conduct and agrees that it will do nothing to cause Buyer to be in violation of such Code. Without limitation, Seller further warrants that all Deliverables furnished under this Order will meet all applicable regulatory approval and safety standards.

21. FORCE MAJEURE

In the event of Seller's delay or failure to perform due to acts of God, government action, fire and flood as a result of a force majeure event, epidemics, war, or riot, the date for Seller's performance shall be extended for a period equal to the time lost by reason of such occurrence; provided, however, that Seller shall take reasonable measures to mitigate and minimize the effect of such event and to continue with performance of its obligations, and Buyer may, at its option, cancel the Order with no resulting cost or liability to Buyer.

22. TERMINATION

Buyer reserves the right to cancel any item on the Order or terminate Seller's performance under the Order, in whole or in part, by written notice to Seller, whereupon Seller shall terminate its performance on such date of notice and shall terminate all orders and subcontracts to the extent they relate to such performance. In the event Buyer terminates the Order for convenience, Seller's sole and exclusive remedy is payment for the Goods received and Services accepted by Buyer prior to the termination.

23. NON-WAIVER

The failure of Buyer to insist upon strict performance of any terms and conditions hereof, failure or delay to exercise any rights or remedies provided herein or by law, failure to properly notify Seller in the event of breach, the acceptance of or payment for any Deliverables, or approval of design, shall not release Seller from any of the warranties or obligations and shall not be deemed a waiver of any right of Buyer to insist upon strict performance or of any of its rights or remedies as to the Deliverables or as to any prior or subsequent default, nor shall any purported oral modification or rescission of the Order by Buyer operate as a waiver of any of the terms hereof. Any right or remedy of Buyer provided herein is in addition to Buyer's other rights and remedies provided herein or by law.

24. GOVERNING LAW

The law of the location where the Deliverables are delivered or performed shall apply to this Order and any proceeding relating hereto, excluding always the United Nations Convention on Contracts for the International Sale of Goods and any choice of law rules that direct the application of the law of any other jurisdiction. If any provision or part of a provision of the Order is found to be illegal, invalid or unenforceable under any applicable law, such provision or part of a provision shall, insofar as it is severable from the remaining terms, be deemed omitted from Order and shall in no way affect the legality, validity or enforceability of the remaining terms.

25. DISPUTE RESOLUTION

All disputes arising under or in connection with the Order 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 performed in the United States, such arbitration shall be held in Chicago, Illinois, 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. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ORDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

26. ASSIGNMENT

Seller may not assign any of the amounts due or to become due and may not assign or subcontract any of the work to be performed under the Order without the prior written consent of Buyer.

27. SEVERANCE

The invalidity or unenforceability of any part of this agreement shall not invalidate or affect the remainder, which shall continue to govern the relative rights and duties of the parties as though the invalid or unenforceable part were not a part hereof.

28. ENTIRE AGREEMENT

The Order 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.

Schedule A – Insurance Requirements

Seller warrants that it has and shall maintain throughout the term of this Agreement and for a period of five years thereafter for the mutual benefit of Buyer and Seller the insurance specified in this Schedule. If Seller subcontracts any portion of Seller’s obligations under this Agreement, Seller shall ensure that each subcontractor also maintains for the mutual benefit of Buyer and such subcontractor the Commercial General Liability, Automobile Liability and Workers’ Compensation insurance specified in this Schedule.

Type	Amount
<p>Commercial General Liability</p> <p>Insuring all operations by or on behalf of the Seller and including coverage for:</p> <ul style="list-style-type: none"> a. Premises and operations, b. Products and completed operations, c. Contractual liability insuring the obligations assumed by the Seller under this agreement, d. Personal injury liability, and e. Broad form property damage. 	<p>\$1,000,000 each occurrence bodily injury and property damage;</p> <p>\$1,000,000 personal and advertising injury;</p> <p>\$2,000,000 products and completed operations aggregate; and</p> <p>\$2,000,000 general aggregate.</p>
<p>Automobile Liability</p> <p>Covering all owned, hired and non-owned vehicles including coverage for Automobile Contractual Liability.</p>	<p>\$1,000,000 combined single limit per accident for bodily injury and property damage</p>
<p>Workers' Compensation</p>	<p>Statutory limits: as required by state law</p>
<p>Employers' Liability</p>	<p>\$1,000,000 bodily injury by accident</p> <p>\$1,000,000 Disease-Each Employee</p> <p>\$1,000,000 Disease-Aggregate</p>
<p>Commercial Umbrella</p>	<p>\$1,000,000 - \$5,000,000 Limits</p> <p>\$1,000,000 each occurrence</p> <p>\$1,000,000 annual aggregate</p>
<p>Property</p> <p>On an “all-risks” basis covering all property that Seller may have on Buyer premises.</p>	<p>Limit equal to full replacement cost of all Seller’s property on Buyer’s premises.</p>
<p>Professional Liability <i>(where applicable)</i></p>	<p>\$500,000 per claim and \$1,000,000 annual aggregate</p>
<p>Environmental Liability <i>(where applicable)</i></p>	<p>\$1,000,000 each pollution condition</p> <p>\$1,000,000 aggregate liability</p>

Seller may provide the required limits through any combination of primary and umbrella or excess liability policies if all other requirements of this insurance clause are satisfied by such primary and umbrella or excess policies. Seller, at his own expense, may obtain other coverages or higher limits.

Other Insurance Provisions

- I. Claims-Made Coverage. If the general liability insurance required by this Schedule is written on a "claims-made" policy form, the policy and all certificates of insurance as required hereunder shall show the "retroactive date." If the "retroactive date" is later than the date of the Order and the Seller was previously insured under a "claims-made" Commercial General Liability insurance policy during any portion of the period between the date of the Order and the "retroactive date" of the Seller's current "claims-made" Commercial General Liability insurance policy, the Seller shall furnish a Certificate of Insurance showing that the Seller has purchased the "extended reporting period" or "supplemental tail" endorsement under the previous policy to extended the period during which a claim may first be made.

Seller shall maintain general liability insurance required by this Order under subsequent insurance policies for at least five years after the termination of this contract. If subsequent "claims-made" policies contain a "retroactive date" after the termination of this Order or if Seller shall replace a "claims-made" policy with an "occurrence" policy, Seller shall purchase the "extended reporting period" or "supplemental tail" endorsement under the last "claims-made" policy covering the term of this contract and five years.

- II. Buyer as an Additional Insured. Buyer, their affiliates and subsidiaries, officers, directors, trustees, and employees (collectively, "Additional Insureds") shall be named as additional insureds under the Commercial General Liability policy, the Automobile Liability policy, and any umbrella or excess policy. These insurance policies shall apply to the Additional Insureds' liability, including general supervision of any work performed by Additional Insureds. These insurance policies shall not exclude the negligence of the Additional Insureds arising out of such work. Such policies shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insurance and that any other insurance carried by the Additional Insureds will be excess only and will not contribute with Seller's insurance. These policies shall contain the usual cross liability wording indicating that, except for limits of liability, the policies shall operate as though separate policies were issued to each insured and shall not contain any exclusion of suits by additional insureds.

- III. Waiver of Subrogation. All insurers, including the workers' compensation and employer's liability insurer and the physical damage insurer, shall agree to waive all rights of subrogation or recovery against the Additional Insureds.

- IV. Seller shall (and shall ensure that each subcontractor shall):

- a) Upon Buyer's request, promptly furnish to Buyer certificates evidencing the insurance specified in this Schedule. Insurance certificates shall clearly identify all insurance coverages and special conditions as required by this insurance clause, including key limits and deductibles/self-insured retentions, be signed by a person authorized by the insurer to bind coverage on its behalf.
- b) Maintain the insurance specified in this Schedule with an insurance carrier licensed and admitted to conduct business in the applicable jurisdiction(s), with an A.M. Best rating of at least A- VII or better as of the effective date(s) of the coverage(s).
- c) Be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Buyer.
- d) Ensure that its General Liability and Automobile Liability policies stipulate that Seller's failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insureds.