

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment



1 Scope of application

1.1 These terms and conditions shall apply to:

1.1.1 the supply of machinery, assembly technology, and/or equipment (hereinafter collectively referred to as "**Machinery**"), including additional services necessary in connection therewith, such as assembly work, the supply of Machinery and performance of such additional services including but not limited to any repair or maintenance of Machinery (hereinafter collectively referred to as "**Services**") to PWO Canada Inc. (hereinafter referred to as "**Client**") by an individual, corporation, joint venture, partnership or other entity (hereinafter referred to as "**Contractor**" and together with Client, the "**Parties**"); and

1.1.2 all future business between the Parties unless agreed otherwise in writing.

1.2 The Client will not be bound by any contrary or differing terms and conditions of the Contractor unless Client has expressly agreed to such terms and conditions in writing.

1.3 Together with these terms and conditions, any document or series of documents setting out the specifications, price, delivery dates, and other terms required by the Client for the supply of the Machinery and Services (the "**documents**" shall constitute the contract (the "**Contract**"). Where these terms and conditions and the documents are in conflict, these terms and conditions shall prevail unless the documents expressly indicate otherwise.

2 Prices and weight

2.1 The prices agreed upon by the Parties in the documents is fixed prices plus applicable value added tax.

2.2 The price includes whatever modifications to the Machinery or Services necessary to prevent damage from frost, snow or water and any costs in connection with the rectification of any such damages.

2.3 The costs of transportation, transit insurance, and packaging, as well as their reimbursement, shall be separately identified and itemized in the pricing. The same applies to the costs of assembly and initial operation of any Machinery, provided such costs are charged. Where charged, the full amount of each such cost must be itemized in the documents, either specifying the hourly and/or daily rate and expenses for travel and overnight accommodation, or using a different agreement, e.g. for a flat rate, as a basis.

3 Payment

3.1 Payment will be made upon the terms agreed to by the Parties in the documents. Where no such agreement exists, the Client shall determine the payment terms in its sole discretion. If Services are delivered and accepted early, the due date for payment shall be based on the delivery date as specified on the documents (hereinafter, "**Delivery Date**").

3.2 In the event that any Services are defective, the Client is entitled to withhold a proportion of the payment equivalent to an amount up to twice the value of the defective Products until such defect is remedied.

3.3 The Contractor is not entitled to assign its claims against the Client or have them collected by third parties without obtaining the Client's prior consent in writing, which may not be unreasonably withheld.

4 Billing in case of termination due to breach of contract

If the Client exercises any contractual or legal right to terminate the Contract due to a breach of contract by the Contractor, the Services rendered up until such time shall only be billable at the contractual rates to the extent that the Client can make use of them according to the terms of the Contract. To the extent that the Client suffers any damages, including any loss of productivity or profits, the Client shall be at liberty to set off such damages from any monies owing to the Contractor.

5 Scope and performance

5.1 Unless otherwise agreed in writing by the Parties, the Contractor shall deliver Machinery in good and merchantable quality fit for the uses intended by Client including all components (even if such components are not provided for in the documents, the Contract or by the Client) necessary for to operate Machinery as agreed-upon or intended by Client. The Contractor shall independently verify any specifications or information provided by the Client on its own authority and shall be required to make any necessary recommendations or changes to the specifications or information to ensure that the Machinery is good and merchantable, such changes or recommendations to be approved by the Client in writing. The elements and components of Machinery must be designed and configured in such a way

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment



as to facilitate quick and proper maintenance, inspection and replacement. The service life of wearing parts must be as long as possible.

- 5.2 The Client shall provide, free of charge, water and electricity (at the local voltage) at the installation site of Machinery, at a distance of no more than 100 meters from the location of where Machinery is to be installed. Where possible, the installation site of Machinery will be electrically heated.

The Contractor shall, at its own expense, install, maintain and later remove all required wiring and connections used to install the Machinery in compliance with all applicable technical regulations.

- 5.3 The scope of delivery of Services shall include the provision of all machinery, equipment, scaffolding, hoisting devices, etc. necessary to supply and install the Machinery. Where the Client provides any such items from time to time, the Contractor shall be liable for such items and the use thereof.

- 5.4 Any components provided to the Contractor by the Client (such as automated components, tools, clamping devices, extraction systems, etc.) (hereinafter referred to as "**Components**") shall remain the property of the Client. All Components must be labeled as the Client's property and stored separately from other items belonging to Contractor so it is clear at all times that the Client is the owner of such Components. Components may only be used for their intended purpose. The conversion and/or restructuring of any Components and the assembly and/or installation of Components in the Machinery in order to produce an overall product shall be done only with the express written consent of the Client. The Parties agree that the Client shall hold co-ownership in the overall product in proportion to the value of the Components in relation to the value of the overall product, regardless of whether any other product components constitute the main component. Contractor acknowledges and agreed that the overall product and all Components shall, at all times, be kept safe by the Contractor on behalf of the Client.

- 5.5 The Contractor guarantees that any and all of the respective Machinery and/or Services is/are compliant to the CSA-, ESA-, TSSA- and PSHSR-standards. If the respective Machinery and/or Services fall(s) below the aforementioned standards, it is the sole responsibility of the Contractor to make any and all changes required to achieve compliance.

- 5.6 There shall be no extra costs charged to the Client without the Client's prior written consent and approval by Client's local project manager. Any work or Services that are extra to the Contract shall be charged at hourly rates only. Such additional hours shall be recorded by the Contractor in proof of hourly rate forms, to be submitted daily to the Client's local project manager for review and approval.

- 5.7 If the Contractor wishes to use subcontractors to fulfill its obligations in connection with providing the Services, it will require the Client's written consent prior to entering into any subcontractor agreement.

6 Delivery and shipping instructions, packaging

- 6.1 Any delivery and shipping instructions given by the Client to Contractor, as well as the Client's material specifications for packaging, must be strictly complied with. Packaging must be limited to the amount necessary to protect the Machinery and must be made of environmentally friendly and recyclable materials only. Unless otherwise agreed by Client in writing, all packaging must be returnable to Contractor at no additional charge to Client.

- 6.2 Any expenses incurred by the Client as a result of Contractor's non-compliance with the delivery, shipping and packaging instructions shall be borne by the Contractor and the Client shall be entitled to set off such costs from any monies owing to the Contractor.

7 Work within the Client's area of operation

- 7.1 Any work (including, without limitation, the Services) to be carried out within the Client's premises shall not unreasonably interfere with the Client's operations, or the operations of any third parties.

- 7.2 Any work (including, without limitation, the Services) shall be scheduled and coordinated in advance with the Client's technical contact person.

- 7.3 Before starting any installation and/or assembly work, the Contractor shall take over the installation site including all relevant foundations, connections, layouts, etc. and verify that they are suitable for the installation and/or assembly of Machinery.

- 7.4 In carrying out the Services, the Contractor shall exercise due care with regard to environmentally hazardous substances. In the event that the Contractor releases, finds, or suspects the presence of any hazardous substances in the course of carrying out the Services, the Contractor shall inform the Client immediately.

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment



- 7.5 The local project manager appointed by the Client shall have the authority to give directives on site during the construction period. Directives given by the Client's other departments may only be followed upon consultation with the Client's project manager.
- 7.6 The Contractor shall appoint a skilled and experienced supervisor vested with the necessary authority for the installation site. The Contractor must obtain the Client's written consent prior to the appointment of an alternate or additional supervisor.
- 7.7 The Contractor shall submit to the local project manager a list of the workers it wishes to employ within the Client's premises in connection with carrying out the Services. The list must be kept up to date at all times. Upon request, the Contractor must provide proof that all workers are legally entitled to work as well as a WSIB Clearance Certificate. Although working within the Client's premises, the Contractor shall and will have complete responsibility and authority over the workers while on the Client's premises.

The Client may deny access for the Contractor's workers to the Client's premises for an important reason.

- 7.8 The Contractor shall ensure that all workers employed by Contractor comply with the Client's policies and directives intended to maintain order and safety.
- 7.9 All items brought into the Client's premises shall be subject to a factory inspection. Before any items are transported to or from the Client's premises, a written list of all items must be submitted to the Client's technical contact in charge, to be signed and kept by the said technical contact. The Contractor and its subcontractors shall clearly and unalterably label their tools and equipment, as well as the assembly equipment, with their name and/or company logo. Any and all means of transportation will only be processed during the Client's normal working hours.
- 7.10 If there are local construction site regulations for contracting authorities, or other applicable statutes, laws, regulations or by-laws, these must be complied with at all time.

8 Accident prevention, emission control, emission damage, fire protection

- 8.1 The Contractor is obligated to comply with any/all applicable laws, by-laws, statutes, rules, orders, ordinances and regulations (collectively, "**Laws**") concerning the health and safety of employees, protection of the environment, transport of hazardous goods and fire protection, including bulletins issued by trade and insurance associations, in connection with the performance of the Services.
- 8.2 The Contractor shall obtain information about the health and safety, accident prevention, environmental and fire protection policies and regulations in place for the place of delivery from the Client's labor, health, environmental and fire protection experts/representatives. The Contractor shall implement all reasonable and necessary measures with respect to health and safety, accident prevention, environmental and fire protection in consultation with the Client's experts/representatives.
- 8.3 The Contractor is responsible for ensuring that all workers employed by Contractor conduct themselves, at all times, in a manner that is environmentally sound and in accordance with the Client's health and safety and fire protection policies and regulations.
- 8.4 If it is not possible to avoid work that involves a fire hazard on or near flammable and/or explosive machinery such as oil tanks, wiring systems, etc., such work may only be carried out with a permit from the relevant authority. Unless otherwise agreed in writing, the Contractor shall provide a person trained in fire prevention. Upon completion of the work, follow-up inspections must be carried out. The same applies to disassembly and scrapping work.
- 8.5 The Contractor shall indemnify and hold harmless the Client and the persons entrusted by the Client with the implementation or monitoring of accident prevention, environmental protection, plant security, fire protection, hazardous materials regulations and site management from all claims asserted against the Client or the above-mentioned persons due to losses, claims or damages arising from any breach of the Laws or policies, procedures or guidelines of the Client to be complied with by the Contractor in connection with the performance of the Services. The same applies to any claims based on damage caused while performing the Services on third-party installations (such as supply and disposal pipes). If any claim is made or damage does occur, the Client and other competent authorities must be informed immediately.

9 Proof of performance and acceptance

- 9.1 If a joint preliminary/final acceptance has been agreed on, it shall take place at the place and time(s) specified by the Client. To the extent possible, the Machinery may be used by the Client for production during the trial operation unless the Contractor advises the Client in writing that it is unsafe to do so.

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment



- 9.2 If it is found during the preliminary acceptance/trial operation/final acceptance that the Machinery has not been manufactured as agreed upon in the Contract as determined by the Client in its sole discretion, the Contractor shall immediately take all steps necessary to correct such deficiencies and request a subsequent trial operation no later than within the period agreed in the Client's acceptance report. All expenses incurred shall be borne by the Contractor.
- 9.3 If any deficiencies are found which do not affect the performance or functionality of the Machinery or the health and safety of employees, acceptance of delivery of the Machinery may be granted by the Client on the condition that such deficiencies be promptly rectified by the Contractor at the Contractor's sole expense and such acceptance shall not be deemed to be a waiver of the Contractor's obligations under the Contract. An amount deemed to be proportionate to the cost to rectify the deficiencies in the sole discretion of the Client shall be retained by the Client until such deficiencies have been rectified by Contractor. Notwithstanding the foregoing, it shall be a prerequisite for acceptance that the Machinery complies with the Product Quality Law and relevant applicable national standards in Ontario.
- 9.4 A successful acceptance has to be confirmed by the Parties with the Client's acceptance report.

10 Notice of defects

The Client may notify the Contractor of any defects in writing as these are identified in the normal course of business. Notwithstanding, the Contractor may not rely upon a lack of notice of any defect in defence of its obligations under the contract and hereby waives any such defence.

11 Warranty for defects and liability

- 11.1 The Machinery must feature the quality, functionality and performance agreed in the Contract and comply with the applicable Laws and the Client's policies/regulations concerning health and safety, environmental and fire protection.
- Unless otherwise required by this or the rest of the Contract, the generally accepted rules of technology must be complied with.
- 11.2 The limitation period for defects in the Machinery or a breach of the Contract (hereinafter referred to as the "**limitation period**") is twenty-four (24) months, starting from the date of successful final acceptance specified in the Client's written acceptance report. The limitation period for defects in replacement parts is also twenty-four (24) months, starting from the date of successful installation of such replacement parts.
- 11.3 The Contractor shall remedy any/all defects in the Machinery or the provision of the Services free of charge. If rectification of the defect is not possible, or if the Client cannot reasonably be expected to accept the corrected services, the Contractor shall replace the defective Machinery/Services free of charge.
- 11.4 In cases of emergency or if the Contractor falls behind in rectifying any defect(s), the Client shall be entitled to carry out any/all necessary measures itself or have such measures carried out by a third party at the Contractor's expense. Except in the event of an emergency (including, if such defect(s) may cause damage to the Machinery), the Client shall notify the Contractor before such measures are taken. Notwithstanding the foregoing, the provisions of this section shall detract from the Contractor's obligations of warranty for defects, except in the event such defect(s) are caused by measures carried out by the Client or a third party.
- 11.5 For Services provided in the course of remedying any defect, a new limitation period within the meaning of section 11.2 shall commence upon the Client's acceptance of such Services in writing. Should the Client fail to provide the written statement of acceptance within fifteen (15) working days after the Contractor has reported the duly performed and proper completion of the defect correction in writing, the new period of limitation shall start upon expiry of the above-mentioned period of fifteen (15) working days.
- 11.6 For all parts of the Machinery that cannot be used as stipulated by the Contractor as a result of a defect in the Machinery the limitation period shall be extended by the duration of any corrective measures undertaken by the Contractor to rectify the defect such that the limitation period shall start on the day following the last day the Contractor undertook any such corrective measures.
- 11.7 If a subsequent performance is not possible or not reasonable for the Client, this shall not affect the Client's other statutory rights.
- 11.8 The Contractor undertakes and agrees to maintain a product liability insurance policy with sufficient coverage for personal injury and damage to property, and to provide us with evidence of such insurance upon written request. The Contractor shall ensure that the Client is shown as an additional insured on such policy or policies of insurance. This shall not affect any further claims for damages that the Client may have.

12 Intellectual property rights

- 12.1 The Contractor shall be liable for, and shall indemnify and hold harmless the Client, from any claims arising from the infringement of intellectual property rights and applications for intellectual property rights (“**intellectual property rights**”) arising from the use of the Machinery as intended. The Contractor indemnifies the Client from all claims arising from the use of such intellectual property rights.
- 12.2 Section 12.1 does not apply if the Machinery was based on drawings, models or equivalent other descriptions or data provided by the Client and if the Contractor does not know or is not required to know or ought not to know in connection with the products developed that these constitute an infringement of intellectual property rights.
- 12.3 The Parties undertake to inform each other promptly if they learn of any infringement risks and alleged cases of infringement and to give each other the opportunity to take concerted action against such claims.
- 12.4 The Contractor shall, at the Client’s request, report the use of published and unpublished own and licensed intellectual property rights and applications for intellectual property rights pertaining to the Machinery/Services.

13 Ownership

- 13.1 Ownership of the Machinery shall be transferred to the Client free and clear of any and all liens, security interests and encumbrances whatsoever upon acceptance and full payment.
- 13.2 Notwithstanding section 13.1, if payment has been agreed to explicitly in the Contract by way of installments or stages, the ownership of/title to the Machinery shall transfer to the co-ownership of the Client according to that portion of the price that has been paid.
- 13.3 Notwithstanding the foregoing, if acceptance is not possible due to circumstances for which the Contractor is responsible, free and clear ownership of the Machinery shall be transferred to the Client in full upon failure of the second attempt of correction, or if the Contractor refuses to attempt such correction, without a final payment being required.
- 13.4 Any modifications to the Machinery shall be made for the Client, who becomes the owner of the product resulting from such modifications.
- 13.5 The Contractor shall permanently label the Machinery as directed by the Client (e.g. “Property of PWO” with the relevant project number) so as to ensure that it can be recognized as the Client’s or a third party’s property at all times.

14 Force majeure

Neither Client nor the Contractor shall be liable to the other party for the failure to perform, or delay in the performing of, any of their respective obligations hereunder, or under the orders, if such failure is caused by any direct or indirect cause beyond the reasonable control of the Client or the Contractor and which, in the circumstances could not reasonably have been prevented by the Client or the Contractor including, but not limited to, pandemic, fire, floods, earthquakes, windstorms, snow storms, lightning strikes, electrostatic discharges, natural disasters or other acts of God, strikes, lockouts, the making or consequences of any governmental or regulatory order or action, wars or threats of war, or delays in transportation (each individually, a “**Force Majeure Event**”) or unavailability of materials or equipment due to what would otherwise be a Force Majeure Event. Notwithstanding the foregoing, in no event shall a lack of funds constitute or be deemed to have created a Force Majeure Event. In the event of a failure to perform or delay in performance due to a Force Majeure Event, performance by the affected Party of its affected obligations hereunder (other than the payment of money) shall be excused for the reasonable length of time necessary to overcome the effect of such Force Majeure Event.

15 Software

- 15.1 If the Contractor’s scope of performance includes the delivery of standard software or the development and delivery of customized software, the Client shall be provided with the usage rights detailed below.
- 15.2 With respect to standard software, the Client shall be granted an irrevocable, non-exclusive, transferable license/usage right, unlimited by time and location, including every known usage right, including the right to modify, reproduce, alter or expand the standard software and to grant basic usage rights to third parties.
- 15.3 With respect to customized software or parts of programs developed specifically for the Client, as well as all other performance results, the Client shall irrevocably obtain an exclusive license/usage right, unlimited by time and location, including every known usage right, including the right to modify, reproduce, alter or expand the customized

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment



software and to grant basic usage rights to third parties, unless expressly limited pursuant to the following paragraphs.

- 15.4 If obtaining a license/right as per the preceding paragraphs conflicts with third party rights in external programs integrated into the Services or with other third party performance results, the extent of the Client's license/usage right shall be stipulated accordingly in the Contract.
- 15.5 The Contractor shall remain entitled to continue to use standard software, program components and tools used by the Contractor in developing the performance results, as well as know-how supplied by the Contractor, including for third party orders. The Contractor shall not be permitted to reproduce, edit or otherwise use the performance results and solutions developed for the Client, either in whole or in part.
- 15.6 The Contractor shall only be permitted to publish performance results of any kind developed for the Client, including in part, after obtaining the Client's written consent.

16 Data protection

The Contractor shall ensure that all persons entrusted with the implementation or performance of the Contract comply with the provisions of the Personal Information Protection and Electronic Documents Act ("**PIPEDA**"). The Contractor shall ensure the implementation of the data protection measures required by the PIPEDA.

17 Export Control and Foreign Trade Data Regulations

- 17.1 For all Machinery to be delivered and Services to be provided according to the Contract, the Contractor shall comply with all applicable export control, customs and foreign trade regulations (hereinafter "**Foreign Trade Regulations**") and shall obtain all necessary export licenses, unless the Client or any party other than Contractor is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.
- 17.2 The Contractor shall advise the Client in writing as soon as possible but not later than one (1) week prior to the Delivery Date of any information and data required by the Client to comply with all Foreign Trade Regulations for the Machinery and Services applicable in the countries of export and import as well as re-export in case of resale. In any event, the Contractor shall provide the Client, for each Machinery and Services, the following:
- the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Machinery is subject to the U.S. Export Administration Regulations;
 - all applicable export list numbers;
 - the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding;
 - the country of origin (non-preferential origin); and
 - the Contractor's declaration for preferential origin (in case of European contractors) or preferential certificates (in case of non-European contractors) (if the Machinery qualifies for preferential treatment)
- 17.3 In the event of any alterations to origin and/or characteristics of the Machinery and/or Services and/or to the applicable Foreign Trade Regulations, the Contractor shall update the Export Control and Foreign Trade Data as early as possible but in any event not later than one (1) week prior to the Delivery Date. The Contractor shall be liable for any and all expenses and/or damages incurred by the Client due to the lack of, or inaccuracy of, said Export Control and Foreign Trade Data.

18 Reservation Clause

The Client shall not be obligated to fulfill the Contract if such fulfillment is prevented by any impediments arising out of any national or international foreign trade or customs requirements or any embargoes and/or other sanctions.

19 Security in the Supply Chain

- 19.1 The Contractor shall strongly support the efforts of the Client regarding security in the supply chain, which includes, without limitation, the attainment and preservation of the status as an Authorized Economic Operator (AEO) in terms of WCO SAFE Framework of Standards. Upon the Client's request, the Contractor shall, without undue delay, sign and return to the Client a written declaration on security in the supply chain provided by the Client, which will be consistent with, depending on the registered office of the Contractor, the requirements of the European Commission

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment



according to the then current AEO Guidelines or the requirements of a comparable initiative for security in the supply chain according to WCO SAFE Framework of Standards (e.g., C-TPAT), unless the Contractor itself owns the status of AEO or a comparable status based on WCO SAFE Framework of Standards and is able to demonstrate such by providing a respective certificate to the Client.

- 19.2 The Client and its representatives or a third party appointed by the Client and reasonably acceptable to the Contractor shall be entitled (but not obliged) to conduct (also at the Contractor's premises) inspections in order to verify the Contractor's compliance with the declaration as required under section 19.1. Any inspection may only be conducted upon the Client's prior written notice, during the Contractor's regular business hours, in accordance with the applicable data protection law and shall neither unreasonably interfere with the Contractor's business activities nor violate any of the Contractor's confidentiality agreements with third parties. The Contractor shall reasonably cooperate in any inspections conducted. Each of the Parties shall bear its expenses in connection with such inspection.
- 19.3 In addition to other rights and remedies the Client may have in the event of (i) the Contractor's failure to fulfill its obligations under section 19.1; or (ii) the Contractor's denial of the Client's right of inspection as provided for in section 19.2, after providing the Contractor reasonable notice and a reasonable opportunity to remedy, the Client may terminate the Contract without any liability to the Contractor whatsoever.

18 Use of manufacturing equipment and the Client's confidential information

The Contractor acknowledges and agrees that any models, matrices, templates, samples, tools and other manufacturing equipment, as well as any confidential information made available to the Contractor or co-financed to a significant extent by the Client may only be used to fulfill the relevant contract with the Client, and may only be used for the Client's own purposes and deliveries to third parties with the Client's prior written consent.

19 Retention and offset

The Contractor shall only be entitled to set-off amounts claimed by it against amounts owing to the Client ("Counterclaims") if the Contractor's Counterclaims have been established as final and absolute by a court of competent jurisdiction and are no longer subject to any appeal, or are undisputed or have been acknowledged by the Client. Furthermore, the Contractor shall only be entitled to exercise a right of retention or set-off if the Contractor's Counterclaims are based on and arise out of the same contractual relationship as that giving rise to the payment due to the Client against which the retention or set-off is claimed.

20 Compliance with laws

The Contractor must refrain from committing any acts that might result in any civil, administrative or criminal liability due to fraud or breach of trust, insolvency offences, criminal acts against free competition, granting of an undue advantage or bribing of persons employed by the Contractor or third parties. In the event of any breach of this section, the Client shall be entitled to terminate all legal transactions with the Contractor without notice or compensation and to stop all negotiations with the Contractor. Notwithstanding the above, the Contractor shall be obligated to comply with all Laws and industry standards that affect the Contractor and its business relationship with the Client.

21 Activities at the Client's place of business

Persons who work within the Client's place of business in order to meet the Contractor's obligations are bound by the provisions of the Client's policies with respect to outside companies and directives concerning the Client's applicable accident prevention, work safety, environmental and other regulations. Hazardous substances may only be used within the Client's business upon consultation with, and receiving written approval from, the Client's expert personnel and must be properly labeled.

22 Place of performance, severability, place of jurisdiction, applicable law

- 22.1 The place of performance for payments for both Parties is Kitchener, Ontario, Canada.
- 22.2 All legal relations between the Client and the Contractor shall be governed by the laws, and attorn to the Courts, of Ontario, Canada exclusively, excluding its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). Notwithstanding the foregoing, the Client and the Contractor attorn to the exclusive jurisdiction of the Courts of the Province of Ontario, Canada.
- 22.3 If any term or provision contained in these terms and conditions is determined to be void, invalid or unenforceable in whole or in part for any reason whatsoever, it shall not be deemed to affect or impair the validity or enforceability of any other covenant or provisions in the Contract, and such unenforceable covenant or provisions or part thereof

Terms and Conditions of Purchase for Machinery, Assembly Technology and Equipment



shall be treated as severable from the remainder of these terms and conditions, unless such covenant or provision was fundamental to the formation of these terms and conditions.

- 22.4 These terms and conditions are indivisible and non-transferable and may not be assigned or transferred in whole or in part by either Client or the Contractor.
- 22.5 These terms and conditions shall enure to the benefit of and be binding upon the Client and the Contractor and their respective heirs, executors, administrators, legal and personal representatives, successors and permitted assigns.

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