TERMS AND CONDITIONS OF SALES

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As stated herein, 'Seller'' is OPAL-RT Technologies Inc., any of its Affiliate or any Distributor of their products and the ''Buyer'' is the recipient of the Seller's quotation and issuer of the purchase order. The following Terms and Conditions of sales (the ''Contract'') apply to the Seller's quotations and any sales that results.

1. GENERAL

1.1 Quotations are offered for acceptance within thirty (30) days unless a longer time is specified on the face of the quotation, and if not so accepted within the designated period shall be deemed withdrawn.

1.2 All purchase orders are subject to this Contract.

1.3 In this Contract, the expression "Goods" relates to the goods and services, which the Seller proposes to sell or has sold to the Buyer, being the Goods described in the Seller's Quotation and a reference to Goods includes services and electronic products of any kind.

1.4 If the Goods include any software, application or program, in object code format, whether provided as such via download or embedded in any physical support or media, including any equipment or other firmware (a "Software") and associated documentation provided by the Seller, the terms and conditions of the Software License Agreement made available to the Buyer either upon the purchase of the Goods, or when the Buyer will try to access or use such software for the first time (the "Software License Agreement"), will apply in addition to the terms and conditions of this Contract, and in the event of any inconsistency or conflict, the Software License Agreement shall prevail over and supersede the relevant provisions of this Contract.

2. ACCEPTANCE OF QUOTATION AND PURCHASE ORDERS

2.1 The quotation must be accepted by the Buyer in writing by counter-signature of the quotation for any quotation above $100,000 US and by electronic confirmation to the Seller for the others.

2.2 Seller's acceptance of any purchase order is contingent upon Seller's approval of Buyer's credit.

2.3 Acceptance of the Buyer's purchase orders by the Seller does not constitute acceptance of the Buyers' terms and conditions of sale quoted therein, unless specifically authorized with the written consent by the Seller. In the event of the lack of enforcement of the Seller's terms and conditions of sale by the Seller or by the agent of the Seller or by the Seller's subsidiary, neither waiver of the Seller's terms and condition of sales, nor the Seller's acceptance of Buyer's conditions of purchase is to be deemed or implied. In any event, if the Buyer fails to notify the Seller in writing within ten (10) days of the Seller's order acknowledgement that any terms or conditions of that order are unacceptable to the Buyer, the Buyer shall be deemed to have accepted the Contract as set forth in the acknowledgement. Upon acceptance in this manner, the Contract cannot be canceled, revoked, or modified in any particular without the specific written consent of the Seller, after appropriate provision for payment by the Buyer for any additional costs and expenses resulting from such changes.

3. CERTIFICATION STANDARDS, GOODS MARKINGS

3.1 Seller represents and warrants that all Goods purchased by the Buyer shall be conform with all applicable laws related to product safety, electromagnetic compatibility, low voltage equipment, radio equipment and wireless, and restriction of hazardous substances. Seller, or Seller's agent, will affix the applicable regulatory mark on Goods as required.

3.2 Unless otherwise agreed to in a SOW or a Quotation, when required by local regulation, Buyer shall have the responsibility for assisting Seller or Seller's agent in all on site testing or action required to respect certification standards or Goods marking, notably permitting access to the Goods and Buyer's premises and by fully collaborating in obtaining and maintaining applicable certifications and markings for the Goods.

4. DELIVERY

4.1 All delivery dates quoted are estimated, are not guaranteed and do not form a term of this Contract. The Seller undertakes to make every endeavor to adhere to the delivery schedule but will not accept cancellation of Contract for, or liability for, any direct or indirect losses which may arise from late delivery .

4.2 Unless otherwise agreed in writing by the Seller, all costs of delivery will be for the Buyer's account.

4.3 The Seller is not and will not be liable for any loss or damage however it arises because of any failure to deliver or delay in delivery for any reason including, without limitation:

4.3.1 Acts of God, fire, lightning ,explosion, or flood; lock-out, strike or other labor difficulty;

4.3.2 Shortage or unavailability of raw materials, labor, power supplies or transport facilities; or failure or inability to obtain licenses or the effect of any applicable laws, orders, rules or regulations of any government or competent authority

4.3.3 Breakage, accident or other damage to or failure of machinery or equipment.

5. DAMAGE OR LOSS IN TRANSIT

5.1 All Goods are delivered EXW Montreal except if shipping fees are added into the quote then the incoterm CPT Buyer's premises will apply. Seller accepts no responsibility past the Buyer's facility for damage or loss of Goods in transit. Any such damage should be noted on the carriers paperwork and notified to the Seller within four days of receipt and the Goods held for inspection to enable a claim to be made on the carrier. If the Goods are lost or not received by the Buyer within six days of invoice, the Seller should be immediately notified.

5.2 In particular, at the time of delivery, the Buyer should verify the condition of the tape used for packaging of goods shipped, and notify the Seller of any issue at https://www.opal-rt.com/contact-technical-support/
Failure to report any damage to the sealing tape of the shipped Goods will result in the Buyer being held responsible for all cost of damages.

5.3 The Buyer shall familiarize himself with best practices for user and machine safety, as well as important notes and warnings specific to OPAL-RT installations. These are in addition to, and do not replace, all other generic and specific safety information provided, and can be found at:
General safety warnings https://wiki.opal-rt.com/pages/viewpage.action?pageId=28508726
Uncrating a large hardware platform instructions https://wiki.opal-rt.com/display/HDGD/Uncrating+a+Large+OPAL-RT+Hardware+Product

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6. PRICE AND QUOTATION

6.1 Unless otherwise agreed to in writing by the Seller, all quotations expire 30 days from the date of the quotation. Prices are thereafter subject to change without notice and Goods will be invoiced at the price ruling at the date of dispatch.

6.2 All Goods will be charged at the prices ruling at the date of order plus any applicable Goods and Services Tax (GST) which must be paid to the Seller by the Buyer when payment for the Goods is due.

6.3 Prices will be rounded to the nearest whole cent in the Seller's invoices.

6.4 When preparing a quote, the Seller uses its best knowledge to estimate the necessary time for training, commissioning or giving expert services. If it happens that more time is necessary to complete the work, then the Seller will charge the Buyer all overtime hours at 1,25 X the regular rate.

6.5 The Buyer will have one (1) year from the delivery date to request and use such Seller's commissioning, training or expert services. After this delay, the Seller shall not be obligated to perform such commissioning, training or expert services and will be entitled to execute payment, as per the quotation.

7. TERMS OF PAYMENT

7.1 For orders including software only, payment must be made in cash without deduction within 30 days of the date of invoice or by letter of credit approved by the Seller, unless otherwise provided in the Seller's Quotation or agreed in writing by the Seller or specified by the Seller at the time an order is received.

7.2 For orders including Seller's hardware or third-party software or hardware, Seller will invoice Buyer immediately after reception of the purchase order and payment is due no later than 30 days after purchase order date through bank wire transfer. The Buyer understands that the Seller will not be able to deliver any systems unless the hardware and third-party software have been fully paid.

7.3 For Seller's distributors, payment must be made according to distributorship agreement.

7.4 The Seller reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery if, at any time, the credit worthiness of the Buyer is, in the Seller's opinion, unsatisfactory. If the Buyer has not paid the Seller in full within 30 days of the payment being due, the Seller may, at its option, rescind the Contract and resell or dispose of the Goods without prejudice to any claims for damages against the Buyer.

7.5 Payment of invoices must be received not later than 30 days from the date of invoice, thereafter the Seller reserves the right to charge interest at the rate of 1% per month or part thereof for outstanding amounts owing by the Buyer.

7.6 Where payment is not received by the Seller within 30 days from the date of invoice, the Seller may in its absolute discretion:

a) Withhold further supply, activate software time locks and dispose of stock held for the order.

b) Institute legal action for recovery of outstanding balance plus interest and costs incurred, including legal costs; and

c) Require the Buyer to pay cash on delivery for any further Goods, and

d) The Seller shall not be liable to the Buyer for any loss or damage resulting directly or indirectly from such action.

8. CHANGES AND CANCELLATION

8.1 If the Buyer makes a change to an order causing a delivery delay or cancels an order less than thirty (30) days prior to scheduled shipment, Buyer shall pay to the Seller a fee equal to 5% of the list price of any Goods affected.

8.2 In addition, where any such change causes a delay in delivery of any Goods affected of greater than one (1) month from the proposed date of delivery for the Buyer's original order, the Buyer will be charged an extra 1% per month of the purchase order until final delivery.

8.3 If the Buyer cancels an order for any Goods not included in the Seller's current price list, any time after the order is received by the Seller then the Buyer will be subject to that additional charge.

8.4 If the Buyer cancels any order or refuses to accept all or any of the Goods in an order other than in circumstances permitted in these Conditions, the Buyer will be liable for any resulting damage or loss suffered by the Seller. If the Goods have been or are in the process of being manufactured or produced specifically for the Buyer, the Buyer will pay to the Seller as liquidated damages the full Contract price of the Goods and any costs incurred by the Seller (including, but without limitation, any GST) less the current scrap value of the Goods as determined by the Seller.

9. LIABILITY

9.1 **LIMITED LIABILITY : unless otherwise provided for in this contact, under no circumstances will the seller or its sub-contractors or suppliers be liable towards the buyer or any third party for any, indirect, special, incidental, punitive or exemplary damages, or claims or costs of any kind including, without limitation, any loss of profits or other economic loss (resulting from a contractual or extra-contractual fault or from negligence), arising out of related to the goods, even if the seller has been notified of the possibility of such damages. Certain jurisdictions prohibit the exclusion or limitation of liability for indirect or consequential damages, and it is possible that one or more of the aforementioned exclusions or limitations will not apply to the buyer. It is also possible that the buyer may have other rights, which rights may vary from one place to another. Under no circumstances will the seller total liability towards the buyer exceed the value of the goods to the buyer or the value of the product in defect supplied by the seller and paid for by the buyer**

9.2 BUYER INDEMNIFICATION: Except where the damages results from Buyer's or Buyer's employees, agents or contractors fault, negligence or willful misconduct, the Seller shall indemnify, defend and hold harmless the Buyer and its affiliates, and their respective directors, officers, employees, insurers, successors and assigns (collectively, the "Buyer's Indemnified Parties"), from and against any and all liabilities, damages and expenses (including, without limitation, attorneys' fees and legal costs) that they, or any of them, may sustain or incur as a result of (a) any breach of any representation, warranty or covenant made by Seller in the Contract, (b) any actual or alleged injury to or death of any person, or any actual or alleged damage to or loss of any property, arising out of (i) the manufacturing or the defect of Seller's Goods, (ii) any Services performed by OPAL-RT or any of its employees, agents, suppliers or contractors, or (iii) the negligent acts or omissions or intentional misconduct of Seller or any of its employees, agents, suppliers or contractors, (c) or otherwise and generally arising out of or having its origin in any act or omission of Seller, its agents, representatives, affiliates or employees in connection with this Contract.

In any case, notwithstanding what precedes, except in the event of willful misconduct or gross negligence on the part of Seller, Seller's liability toward the Buyer shall not be higher than the value of the Goods sold that lead to the claimed damages.

9.3 SELLER INDEMNIFICATION: The Buyer agrees to indemnify, hold harmless and defend the Seller and its affiliates, and their respective directors, officers, employees, clients, agents,

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insurers, successors and assigns (collectively, the “Seller’s Indemnified Parties”), from and against any and all liabilities, damages and expenses (including, without limitation, attorneys’ fees and legal costs) that they, or any of them, may sustain or incur as a result of:

a) the negligent acts or omissions or intentional misconduct of Buyer or any of its employees, agents, suppliers or contractors;
b) the migration of the Seller’s Goods to a different hardware or software environment;
c) unlawful or unauthorized third-party hacking into the Buyer’s computer equipment;
d) any infringement of Seller’s Intellectual Property;
e) any breach of any representation, warranty or covenant made by Buyer in the Contract.

10 NON-SOLICITATION OF PERSONNEL

10.1 For the purposes of this Contract, "Seller Personnel" means any employee, officer, director, consultant, contractor, agent, representative or other individual providing services to or on behalf of the Seller or any of its Affiliates, whether on a full-time, part-time, temporary or contractual basis, with whom the Buyer or any of its representatives has had direct or indirect contact, or whose identity or involvement became known to the Buyer in connection with the negotiation, performance or use of the Goods or otherwise through the parties' business relationship.

10.2 During the term of this Contract and for a period of twenty-four (24) months following the later of (i) the delivery of the Goods, (ii) the completion or termination of any services provided in connection with the Goods, or (iii) the termination or expiration of this Contract for any reason, Buyer shall not, and shall cause its Affiliates and representatives not to, directly or indirectly, for itself or on behalf of any other Person, **or knowingly assist, facilitate, encourage or permit any other Person to**, solicit, recruit, induce, encourage, hire, engage, retain, or attempt to solicit, recruit, induce, encourage, hire or engage any Seller Personnel to terminate, reduce or otherwise modify his or her employment or other relationship with the Seller or any of its Affiliates.

10.3 Without limiting the generality of the foregoing, Buyer shall not use any information obtained in connection with this Contract or the parties' business relationship, including any organizational, technical or business information, or any direct or indirect access to Seller Personnel, for the purpose of recruiting or attempting to recruit Seller Personnel.

10.4 Without limiting the generality of the foregoing, Buyer shall not, and shall cause its Affiliates and representatives not to, directly or indirectly, circumvent or attempt to circumvent the restrictions set forth in this Section, including by acting through or in conjunction with any Affiliate, parent company, subsidiary, successor, assign, contractor, consultant, staffing agency, executive search firm, recruiter or any other Person, or by knowingly assisting, encouraging, facilitating or permitting any such Person to engage in any conduct that would constitute a breach of this Section if undertaken directly by Buyer. Any solicitation, recruitment, hiring, engagement or retention of Seller Personnel carried out by or through any such Person for the benefit of Buyer or any of its Affiliates shall be deemed to have been carried out by Buyer for the purposes of this Section.

10.5 The restrictions set forth in this Section shall not prohibit the hiring or engagement of any Seller Personnel who independently responds to a bona fide general advertisement or publicly available job posting not specifically targeted at such individual, provided that Buyer has not otherwise engaged in any conduct prohibited under this Section.

10.6 Buyer acknowledges and agrees that Seller Personnel constitute valuable business assets, that Seller has invested substantial time and resources in recruiting, training and retaining such personnel, and that any breach of this Section would cause Seller substantial harm for which monetary damages alone may not constitute an adequate remedy. Accordingly, in addition to any other rights or remedies available at law or in equity, Seller shall be entitled to seek injunctive relief, specific performance and any other equitable remedies to prevent or restrain any actual or threatened breach of this Section, without the necessity of proving actual damages or posting security where permitted by applicable law.

10.7 Nothing in this Section shall be construed as limiting any other obligation of Buyer under this Contract, including its obligations relating to confidentiality, intellectual property, trade secrets or proprietary information, all of which shall remain in full force and effect.

11 FORCE MAJEURE EVENTS

11.1 Neither Party shall be liable for any delay in the performance of its obligations hereunder due to an adverse event caused by a superior force as awarded by a competent authority or court of law (hereinafter referred to as “Force Majeure”).

11.2 Seller undertakes to (i) notify Buyer immediately of any event of Force Majeure and (ii) resume its performance forthwith after the Force Majeure event ceases. If any Force Majeure event continues for an unbroken period exceeding thirty (30) days, Buyer is entitled by notice in writing to the Seller to terminate this Contract and any order associated with it. In the event of such notice being given, all Services completed and accepted hereunder before the giving of such notice, and all Services completed and accepted thereafter in accordance with and to the extent specified in such notice, shall be paid for by Buyer subject to acceptance by Buyer. In no case under such termination shall Seller be entitled to any amount which taken together with any amounts paid or due to Seller under the terminated order, would exceed the total amount payable for the Services to be supplied under the terminated order.

12 CONFIDENTIALITY

12.1 For the purposes of this Contract, "Confidential Information" means any and all information disclosed, directly or indirectly, by or on behalf of Seller to Buyer, whether before or after the execution of this Contract, in written, oral, electronic, visual or any other form, including any technical, commercial, financial or business information, trade secrets, know-how, software, algorithms, source code, object code, specifications, designs, drawings, product roadmaps, inventions, discoveries, data, customer information, supplier information, pricing, quotations, discounts, marketing information, research, development, testing information, manufacturing processes, documentation, reports and any other information that would reasonably be understood to be confidential or proprietary, whether or not identified or marked as confidential.

12.2 Buyer shall keep all Confidential Information strictly confidential and shall use such Confidential Information solely as necessary to perform its obligations or exercise its rights under this Contract. Buyer shall not disclose, publish, reproduce, copy or otherwise make available any Confidential Information to any Person except to those of its employees, officers, directors, contractors or professional advisors having a strict need to know such Confidential Information for the purposes of this Contract and who are bound by confidentiality obligations no less restrictive than those contained herein.

12.3 Buyer shall protect the Confidential Information using at least the same degree of care that it uses to protect its own confidential information of a similar nature, and in any event with no less than a reasonable degree of care.

12.4 Buyer shall promptly notify Seller upon becoming aware of any actual or suspected unauthorized disclosure, access, use or misappropriation of any Confidential Information and shall cooperate fully with Seller, at Seller's sole expense, in mitigating the effects thereof and preventing any further unauthorized disclosure or use.

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12.5 The obligations contained in this Section shall not apply to information which Buyer can demonstrate
   a) was lawfully known by Buyer without restriction prior to disclosure by Seller;
   b) becomes publicly available through no fault of Buyer;
   c) is lawfully obtained from a third party without any obligation of confidentiality; or
   d) is independently developed by Buyer without reference to or use of Seller's Confidential Information.

12.6 If Buyer is required by law, regulation or court order to disclose Confidential Information, Buyer shall, to the extent legally permitted, promptly notify Seller before making such disclosure and shall disclose only that portion of the Confidential Information legally required to be disclosed.

12.7 Upon Seller's written request, or upon termination or expiration of this Contract, Buyer shall promptly return or securely destroy all Confidential Information in its possession or control, except to the extent retention is required by applicable law or maintained in routine electronic backup systems not readily accessible in the ordinary course of business.

12.8 Buyer acknowledges and agrees that any breach of this Section may cause irreparable harm to Seller for which monetary damages alone may not constitute an adequate remedy. Accordingly, Seller shall be entitled to seek injunctive relief, specific performance and any other equitable remedies available at law or in equity, without prejudice to any other rights or remedies available under this Contract or applicable law.

13 INTELLECTUAL PROPERTY

13.1 For the purposes of this Contract, “Seller Intellectual Property” means (a) any and all subject matter that may be the subject of an intellectual property right, used, performed, reproduced, embedded or embodied in or as part of the Goods, or used, performed or reproduced to develop, manufacture, maintain, commercialize or distribute the Goods, including any technical or nontechnical information, any invention, method, process, improvement, algorithm, software (including any Software), computer program, system, specification, device, discovery, trade secrets, know-how, work, interface, database, data compilations, data collections, database/compilations/collections structure or architecture, design, industrial design, icon, interface design, visual rendering, integrated circuit topography, or trademark, irrespective of its form, expression mode, or the media on which it is stored (or lack thereof), as well as any and all copies or tangible embodiments thereof, and (b) any and all rights, titles and interests, registered / registrable or not, attached to or arising from the compilation, authorship, conception, development, realisation, creation or reduction to practice thereof, including all statutory and Common Law intellectual property rights (including patents, copyrights, trademark rights, rights to the protection of trade secrets, etc.) in any jurisdiction, as well as the right to enforce any of the aforementioned rights, titles or interests in any jurisdiction.

13.2 If the Goods include any Software and associated documentation provided by the Seller, any access to such Software or associated documentation by the Buyer is contingent upon the Buyer’s acceptance of all the terms and conditions of the Software License Agreement, and any use or reproduction of such Software or associated documentation by the Buyer is governed by this Software License Agreement.

13.3 For all Goods, or elements or components of Goods, not covered by the Software License Agreement, the Seller hereby grants to the Buyer a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide license under the Seller Intellectual Property solely to use such Goods, or elements or components of Goods, for their intended purpose, provided that the Buyer shall not reverse engineer, decompile, repair or modify such Goods, or any part thereof, or otherwise attempt to access or derive the Seller Intellectual Property from such Goods, or any party thereof, nor engage in any activity not explicitly authorized under this Section 13.3.

13.4 The Goods may contain technological access, copy protection, and/or other security features designed to prevent unauthorized use of the Goods, or unauthorized access to any Software or other Seller Intellectual Property. Buyer shall not, and shall not attempt to, remove, disable, bypass, circumvent, or otherwise create or implement any workaround to any such access, copy protection, or security features.

13.5 Seller reserves all rights not expressly granted to Buyer under this Contract or the Software License Agreement. Buyer does not acquire any ownership interest in the Seller Intellectual Property under this Contract, or any other rights thereto, other than the limited license right granted under Section 13.3 hereinabove. Except for the limited rights and licenses expressly granted to the Buyer under Section 13.3 hereinabove, nothing in this Contract grants, by implication, waiver, estoppel, or otherwise, to Buyer or any third party, any right, title or interest, including any license right, in or to any Seller Intellectual Property.

13.6 Buyer shall not contest or assist any third party in contesting, directly or indirectly, the validity, enforceability or the Seller’s ownership or, as the case may be, control, of the Seller Intellectual Property, or to engage in any act or conduct, or omit to perform any necessary act, the result of which would be to jeopardize the validity, enforceability or Seller’s ownership or, as the case may be, control, of the Seller Intellectual Property.

13.7 Buyer shall safeguard the Goods, including any Software and associated documentation, and all Seller Intellectual property from infringement, misappropriation, theft, misuse, or unauthorized access in a manner similar to that which the Buyer uses to keep and protect its own products and intellectual property, but in any event with no less than a reasonable degree of care. Buyer shall promptly notify Seller if Buyer becomes aware of any infringement or misappropriation of any of the Seller Intellectual Property and fully cooperate with Seller, at Seller's sole expense, in any legal action taken by Seller to protect or enforce any Seller Intellectual Property.

13.8 If Buyer or any of its representatives provides to Seller any comments, questions, suggestions, ideas, recommendations, or other feedback relating to the Goods, including any Software or associated documentation (collectively, “Feedback”), Seller may use such Feedback for any purpose without restriction, attribution, or compensation. To the extent that any Feedback gives rise to intellectual property rights, Buyer hereby irrevocably assigns, and shall cause its representatives to assign, to Seller all worldwide rights, title, and interest in and to such intellectual property rights, to the fullest extent permitted by applicable law. To the extent such rights cannot be assigned as a matter of law, Buyer grants Seller a perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to exercise such rights for any purpose.

14 RETURN POLICY

14.1 The Seller warrants to the original Buyer and/or ultimate Buyer of the Seller’s Goods that if any part thereof proves to be defective in material or workmanship within two (2) year after the delivery of the goods, such defective part will be repaired or replaced, free of charge, at the Seller’s discretion, if shipped prepaid to Opal-RT Technologies Inc. at 1751 Richardson, suite 1060, Montreal, Quebec, Canada, H3K 3G6, in a package equal to or in the original container. The Goods will be returned freight prepaid and repaired or replaced if it is determined by the Seller that the part failed due to defective materials or workmanship. Otherwise, the fees will be charged to the Buyer (see Warranty Policy and Liability on Opal-RT’s web site at www.opal-rt.com , under Support, Return Merchandise, click on “Please read about our RMA procedure and warranty policy”). The repair or replacement of any such

defective part shall be the Seller's sole and exclusive responsibility and liability under this limited warranty.

14.2 Product lifecycle and long-term support: seller is committed to supporting the continued operation of the goods under normal operating conditions and in accordance with the applicable specifications, intended use, and recommended maintenance practices. Seller will use commercially reasonable efforts, consistent with its product lifecycle and maintenance policies, to support the continued operation of the goods, including, where commercially available and appropriate, the provision of technical support, spare parts, repair services, and migration paths to newer or successor platforms when required. Such efforts are subject to the availability of applicable components, technologies, third-party products or services, and seller's then-current product lifecycle and maintenance policies. This section does not extend, modify, or replace the limited warranty set forth in section 14.1.

15 PREVAILING CONTRACT

15.1 ENTIRE AGREEMENT: Subject to Section 1.4 of this Contract, this Contract constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, instruments, or communications, including any terms and conditions contained in Buyer's purchase orders or other documents, except to the extent otherwise required by applicable law. Any additional or conflicting terms proposed by Buyer are expressly rejected and shall have no force or effect. No amendment or modification of this Contract shall be binding unless made in writing and executed by a duly authorized officer of Seller. Acceptance of any quotation or order by Seller is expressly limited to the terms and conditions set forth in this Contract.

15.2 WAIVER: No failure or delay by Seller in exercising any right, power or remedy under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver by Seller of any provision of this Contract shall be effective only if made expressly in writing and signed by a duly authorized representative of Seller. No waiver of any breach shall constitute a waiver of any preceding, continuing or subsequent breach.

15.3 SEVERABILITY: If any provision of this Contract is held to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be enforced to the maximum extent permitted by applicable law, and the remaining provisions of this Contract shall remain in full force and effect. The Parties shall negotiate in good faith to replace any invalid, illegal or unenforceable provision with a valid and enforceable provision that most closely reflects the original commercial intent of the Parties.

15.4 SURVIVAL: Notwithstanding the expiration, cancellation or termination of this Contract for any reason, all provisions relating to payment obligations, limitation of liability, indemnification, confidentiality, non-solicitation, intellectual property, governing law, language, together with any other provisions which by their nature are intended to survive, shall survive and remain in full force and effect.

16 GOVERNING LAWS

16.1 This Contract created by Seller's quotation, Buyer's purchase order and Seller's acknowledgement shall be governed by and construed in accordance with the laws of the province of Québec and the laws of Canada applicable herein.

17 LANGUAGE

17.1 The parties hereto confirm that it is their express wish that this Agreement be drawn up in English only. Les parties aux présentes confirment leur volonté expresse que la présente convention soit rédigée en anglais seulement.

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