

KALESNIKOFF
GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are incorporated in any purchase order (the "**Purchase Order**") issued by Kalesnikoff Lumber Company and/or Kalesnikoff Mass Timber Inc. (either, "**Buyer**") for the purchase of the goods ("**Goods**") and services ("**Services**") from the seller identified as Seller of the Goods and/or Services in the Purchase Order ("**Seller**").

(b) The accompanying Purchase Order and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfilment of the Purchase Order constitutes acceptance of these Terms.

(c) Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If no delivery date is specified, Seller shall deliver the Goods within 30 days of Seller's receipt of the Purchase Order. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Whenever possible, Seller shall pack goods supplied hereunder using as little plastic material, including but not limited to wrap and packing, as possible. No charges will be allowed for packing or crating unless expressly agreed on the face of the Purchase Order. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) Seller shall be solely responsible for the shipment and delivery of "dangerous goods", as defined under the *Transportation of Dangerous Goods Act (Canada)* to the destination specified on the face hereof and Seller shall indemnify and save Buyer

harmless from any losses, claims, suits or demands arising from the shipment of such goods to the said destination.

(d) Seller shall provide the Services to Buyer as described and in accordance with the Delivery Date set forth in the Purchase Order and in accordance with the terms and conditions set forth in these Terms.

(e) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Seller delivers more than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery of the Goods shall be made in accordance with the terms on the Purchase Order, and if not terms are included, then such delivery shall be made Delivery Duty Paid (DDP) Incoterms 2020 with the designated delivery point being the address stated in the Purchase Order. In addition, Seller shall comply with the following:

(a) the Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence, and any other documents pertaining to the Purchase Order;

(b) when freight or express charges are prepaid for the account of Buyer, the invoice must be accompanied by a receipted freight or express bill bearing the number of the Purchase Order;

(c) all invoices sent pursuant to the Purchase Order shall be sent to the attention of "Accounts Payable" at the address shown on the face of the Purchase Order;

(d) damages to any goods resulting from improper packing will be charged to Seller's account;

(e) Seller shall be solely responsible for the shipment and delivery of "dangerous goods", as defined under the *Transportation of Dangerous Goods Act (Canada)*, and Seller shall indemnify and save Buyer harmless from any losses, claims, suits or demands arising from the shipment of such goods to the said destination; and

(f) the supply of any and all hazardous goods to Buyer must conform to WHMIS legislation, and such Goods must be properly labeled and accompanied by Material Safety Data Sheets.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Point. Seller shall insure the Goods delivered against all risk of loss or damage. The amount of insurance must be always sufficient to reimburse Seller for the cost of replacing or repairing the Goods.

6. Inspection and Rejection of Non-Conforming Goods.

(a) Buyer reserves the right, prior to Delivery Date, to inspect the Goods at the place where such Goods are being stored or manufactured, provided always that such inspection shall be during the usual business hours of Seller.

(b) Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are non-conforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (i) rescind this Agreement in its entirety; (ii) accept the Goods in whole or in part at a reduced price (as determined by Buyer, acting reasonably); or (iii) reject the Goods and require replacement of the rejected Goods.

(c) If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly and in no event longer than 15 days replace the non-conforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 17.

(d) Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's warranties and other obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

(e) Seller shall permit access to Buyer at all reasonable times to inspect the services. If Buyer is unsatisfied with the services, including without limitation where Buyer has concerns with either the goods used in the Services or the workmanship in providing the Services, in Buyer's sole discretion, Buyer may provide notice to Seller of its concerns and Seller shall, within 3 business days, address Buyer's concerns in a manner satisfactory to Buyer, at Seller's expense, failing which Buyer may terminate the Purchase Order.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties, tariffs or other governmental charges and fees, and applicable taxes including, but not limited to, all harmonized sales tax, goods and services tax, provincial sales tax, value added tax, use or excise taxes. Seller assumes exclusive liability for and shall pay all such costs and taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs, government-imposed tariffs, trade restrictions or other regulatory measures, or otherwise, without the prior written consent of Buyer. If Seller is unable to fulfill the Purchase Order at the agreed Price due to increased tariffs, duties, or other governmental charges, Seller shall at its own expense procure and supply equivalent substitute Goods from an alternative source, provided that such substitute Goods meet Buyer's specifications and quality requirements. Buyer shall not bear any additional costs arising from such substitution. If Seller fails to timely deliver substitute Goods, Buyer may replace them with

goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 17.

8. Payment Terms. Unless otherwise specified, the price stated on the face of the Purchase Order represents the complete cost to Buyer for the Goods and Services provided and includes every license fee, patent royalty, duty, tax, levy, and charge of any description. Payments are to be in Canadian funds unless otherwise stated. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within 60 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. If any error is discovered in an invoice rendered to Buyer, such errors shall be adjusted within 30 days following the date Buyer brings such error to the attention of Seller. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set-off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than 30 days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 8. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute. Buyer shall have 60 days to pay any amounts set out in an adjusted invoice.

9. Seller's Obligations Regarding Services. Seller shall:

(a) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of 2 years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records;

(b) obtain Buyer's written consent, which shall not be unreasonably withheld or delayed, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(c) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;

(d) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the Services;

(e) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(f) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

10. Services On Site. The following additional obligations apply to Services performed by Seller at Buyer's site:

(a) Seller shall become familiar with and comply with Buyer's regulatory safety requirements and other matters, conditions, procedures, and activities that may affect the delivery of goods or services hereunder. Seller recognizes that Buyer's operations must not be interrupted except as expressly agreed to in writing by Buyer;

(b) Seller shall provide all necessary supervision and appoint a competent representative who shall attend the project site while Services are being performed. Seller's representative shall co-ordinate all on-site activities with a person to be assigned by Buyer. Seller's representative shall not be changed except for valid reason and after notice has been given to Buyer and Buyer has accepted such change in writing;

(c) Buyer may maintain a holdback from payment in accordance with any lien legislation applicable to the project site. Seller will discharge, release, or remove all claims of lien that relate to the Goods or Services. If Seller fails to discharge, release, or remove any such claim of lien within 5 days of notice of a claim of lien, Buyer may withhold the full value of the claim of lien plus 15% as security for costs and take such steps as necessary to affect the removal, release, or discharge of said claim of lien;

(d) Seller and any of its Permitted Subcontractors shall use the entrance designated by Buyer for, vehicles, machinery, or supplies required to be incorporated in the Services or as required for the project and must follow all rules and regulations set forth by Buyer;

(e) Seller shall follow all directions provided by Buyer regarding the ingress and egress of all personnel and equipment, storage of equipment and shall not unreasonably encumber the site;

(f) Seller shall register under and abide by and comply with all provisions of the *Workers Compensation Act* (British Columbia) and all regulations passed thereunder and any other industrial insurance laws of British Columbia, and will carry compensation insurance insuring against any claims or liability which may arise under said laws; and

(g) Seller shall take all due care to ensure all telecommunications, data, computer hardware or software information technology networks or similar systems which are connected to or are granted access to Buyer's telecommunications, data, computer hardware or software, information technology networks or similar systems have current, managed and monitored anti-malware systems. Seller agrees such interconnection shall not be used by, shared with, published or otherwise disclosed to any third party, by any means, without Buyer's written approval.

11. Change Orders. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Goods or Services, including the quality, quantity, or specifications, the time or place of delivery of the Goods; or the schedule for completion of Services. Seller shall within 5 days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order, failing which Seller will be deemed to have waived all claims for additional compensation. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. If the change reduces the cost of the Goods or Services, the Price shall be adjusted accordingly.

12. Conditions and Warranties.

(a) Seller covenants and warrants to Buyer that for a period of 24 months following the later of the Delivery Date, the date of delivery of all Goods, the completion of all Services and the date of installation of the Goods or commissioning of the equipment into which the Goods are incorporated, all Goods will:

- (i) be new and free from any defects in workmanship, material, and design;
- (ii) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer;
- (iii) be fit for their intended purpose and operate as intended;
- (iv) be merchantable;
- (v) be free and clear of all liens, security interests, or other encumbrances; and
- (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer.

(b) Seller warrants to Buyer that it shall perform the Services: (i) using personnel of required skill, experience and qualifications; (ii) in a professional and workmanlike manner in accordance with generally recognized industry practices and standards for similar services and all applicable laws, codes and regulations; and (iii) shall devote adequate resources to meet its obligations under this Agreement.

(c) The warranties set forth in this Section 12 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing conditions and warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly and in no event more than 15 days (i) replace or repair the defective or non-conforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or non-conforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services. The Goods or Services which are repaired, corrected, or replaced shall be

warranted for a new period of 24 months from the date of completion of such repair, replacement, or correction. If, in the determination of Buyer, it is not expedient for Seller to correct defective, deficient, incomplete, or non-compliant goods or services, Buyer may deduct from the amount otherwise due to Seller the difference in value between the goods or services as performed and that called for by the Order.

13. General Indemnification. Seller shall defend, indemnify, and hold harmless Buyer, its subsidiaries, affiliates, successors, or assigns and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable legal fees and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with Seller's negligence, wilful misconduct, or breach of the Terms. Seller shall not enter into any settlement without Buyer's prior written consent.

14. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trademark, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

15. Insurance.

(a) During the term of the Purchase Order and for a period of 24 months thereafter, Seller shall, at its own expense, maintain, and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$5,000,000 with financially sound and reputable insurers.

(b) In the case of Services, Seller shall, at its own expense, maintain, and carry in full force and effect Errors & Omissions insurance with limits of not less than \$2,000,000 per claim and an aggregate limit of \$2,000,000.

(c) Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy.

16. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Seller shall assume all liabilities and perform all obligations that result from the contravention of any law by Seller, including without limitation the cost of complying with any remediation order or any liability for clean-up of any pollutant resulting from any release arising from Seller's operations in providing goods or services, and shall defend and indemnify Buyer from and against any and all liability, penalties, costs, expenses, losses, and fines arising out of the contravention by Seller or its subcontractors or suppliers of any law, regulation, code or bylaw. Seller shall immediately report to Buyer all inspections and investigations by governmental officials of any events of non-compliance or potential non-compliance with any

law, regulation, code, or bylaw. At the request of Buyer, Seller shall forward to Buyer all relevant information with respect to the environmental impact of any Goods and Services, including without limitation any risks and hazards imposed by such Goods and Services. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing or any retaliatory duties or any other penalties on Goods.

17. Cancellation of Order/Termination. Buyer shall be entitled to cancel the Purchase Order and terminate this Agreement at any time, whether for cause or not, by giving Seller written notice as to all or any part of the Goods not delivered, or Services not performed prior to receipt by Buyer of said Goods or Services. Buyer's only obligation shall be to pay for the Goods delivered to Buyer and Services performed by Seller prior to receipt by Seller of the notice of cancellation. Where Goods are specifically manufactured for Buyer, Seller shall, upon receipt of such written notice of cancellation from Buyer, cease immediately performance under the Purchase Order, unless otherwise directed by Buyer. Buyer shall pay Seller an amount equal to reasonable costs for materials and labor which Seller has expended or is irrevocably committed to pay directly connected with the Goods in question. Seller shall provide documentation as required by Buyer to substantiate any claims of amounts due upon cancellation. All warranties on items paid for in the Purchase Order will survive the termination of this Agreement.

18. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. Confidential Information. All non-public, confidential, or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such party's ("**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades (excluding government-imposed duties, tariffs and other governmental charges); (g) national or regional emergency; and (h) strikes, lockouts, labor stoppages or slowdowns, labor disputes, or

other industrial disturbances; or other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other party, providing details of the event, its impact on performance, and the estimated duration of the delay. The Impacted Party shall use diligent efforts to mitigate and end the failure or delay and ensure the effects of such Force Majeure Event are minimized, including seeking alternative means of performance. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 20 days following written notice given by it under this Section 20, the other party may thereafter terminate this Agreement upon 5 days' written notice.

21. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Notwithstanding the foregoing, Buyer agrees that any right, cause of action or remedy under the warranties in this Agreement shall extend to any affiliate of Buyer on whose behalf the goods and services are purchased by Buyer. Seller agrees to assign any warranty entitlements it receives from any of its suppliers in respect of the Purchase Order to and in favor of Buyer. Nothing in this Agreement operates to derogate from the provisions of the *Sale of Goods Act* (British Columbia) as amended from time to time or any statute passed in substitution.

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

25. Choice of Forum. Any legal suit, action, litigation or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, shall be instituted in the courts of the Province of British Columbia and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation, or

other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

26. Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the Parties at the addresses set forth in the Purchase Order. Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); (b) upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment), if delivered by email; and (d)] on the third day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

27. Time is of the Essence. Time is of the essence of this Agreement.

28. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Section 15 (Insurance), Section 16 (Compliance with Laws), Section 19 (Confidential Information), Section 24 (Governing Law), Section 25 (Choice of Forum), and this Section 29 (Survival).

30. Amendments and Modifications. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.