



TERMS AND CONDITIONS OF PURCHASE

Please read these Terms and Conditions of Purchase (these “**Terms**”) carefully. These Terms materially affect the parties’ obligations. Hammond Power Solutions Inc., a corporation incorporated under the laws of Ontario, Canada, or the direct or indirect affiliate purchasing the Offerings (the individual applicable entity, “**Buyer**”) is bargaining for and will do business only pursuant to these Terms, and Buyer’s agreement to purchase goods (“**Goods**”) and/or services (“**Services**,” and together with any Goods, “**Offerings**”) is expressly subject to and conditioned on the seller/provider of the Offerings (“**Seller**”) assenting to these Terms.

1. **ACCEPTANCE.** This Agreement is an offer to purchase Offerings described on the Purchase Order (defined below). Buyer may revoke this offer at any time prior to its acceptance by Seller. Commencement of delivery or other indications of acceptance by Seller will result in a firm contract containing all of these Terms. Buyer’s performance is conditional upon Seller’s assent to these Terms. If any of these Terms are not acceptable to Seller, Seller shall promptly notify Buyer thereof. If Buyer does not receive Seller’s written objection to these Terms within two business days after Seller receives the Purchase Order from Buyer, or if Seller delivers any Goods or performs any Services, these Terms shall be deemed irrevocably accepted in their entirety by Seller.
2. **ENTIRE AGREEMENT.** These Terms, together with the email, purchase order, service order or similar form issued by Buyer and referencing these Terms (the “**Purchase Order**,” and together with these Terms, this “**Agreement**”), are intended by the parties to be the final expression of their agreement, and are intended also as a complete and exclusive statement of the terms and conditions thereof. For the avoidance of doubt, the provisions of any quotation, order acknowledgement, invoice, or other writing inconsistent with these Terms will not constitute a part of the contract of purchase and sale, and Buyer’s failure to object to provisions contained in any document or communication from Seller shall not be construed as an acceptance of any such provision or as a waiver of any term of these Terms. WITHOUT LIMITING THE FOREGOING, BUYER HEREBY EXPRESSLY OBJECTS TO ALL TERMS THAT ARE ADDITIONAL, INCONSISTENT OR CONTRADICTORY TO THESE TERMS, REGARDLESS OF WHETHER SUCH TERMS ARE SPECIFIED IN ANY OTHER EMAIL, QUOTATION, ACKNOWLEDGEMENT, INVOICE, CONFIRMATION, OR OTHER DOCUMENT SUPPLIED BY SELLER, INCLUDING WITHOUT LIMITATION THOSE TERMS AND CONDITIONS LIMITING WARRANTIES, LIABILITY, REMEDIES AND INDEMNITY. No additional or contradictory terms will be effective unless expressly agreed to in a writing hand-signed by Buyer. No online or electronic terms or conditions will be binding upon Buyer even though such terms were “accepted” in order to access or use a system, including but not limited to an order entry system.
3. **PRICE.** Unless otherwise specified on the Purchase Order or Supply Line Agreement, the prices quoted and/or charged to Buyer include any applicable federal, state and local taxes, charges or duties. Seller’s price shall not be higher than the price stated on the Purchase Order or the last price quoted by Seller or charged to Buyer, whichever is lower. No additional charges or fees of any kind or nature, including taxes, shipping or packaging charges, travel or other out of pocket expenses, customs, duties or other fees or assessments, will be allowed unless specifically agreed to by Buyer in writing or on the Purchase Order. If the applicable Purchase Order expressly provides for the reimbursement of any of Seller’s expenses, then, as a condition precedent to receiving reimbursement for any such expenses, Seller must provide Buyer with receipts and other evidence of such expenses reasonably requested by Buyer, and Seller must comply in all respects with Buyer’s expense reimbursement policies as in effect from time to time. No amount of specified compensation will be considered as an estimate but always as a not-to-exceed amount to provide the Offerings in full, which will be lowered to the extent that, if working on a pay-for-time basis, Seller spends less time than contemplated.
4. **PAYMENT.** Seller acknowledges that payment by Buyer will not constitute acceptance of Offerings nor impair Buyer’s right to inspect Offerings or invoke any of its remedies provided hereunder. Unless otherwise stated on the Purchase Order, payment terms shall be net 40. The invoice payment period and the determination of any discount periods will start on the date Seller’s accurate invoice is received at Buyer’s accounts payable department. All invoices submitted by Seller to Buyer shall be in writing and contain, at a minimum, the following information: (i) Buyer purchase order numbers; (ii) Buyer part numbers (if applicable); (iii) a description of the Offerings shipped/provided; (iv) the quantity of the Goods shipped (if applicable); and (v) the price of the Offerings. If the invoice receipt by Buyer is delinquent, or if a pricing discrepancy results when comparing the invoice amount to the amounts listed on the Purchase Order or the Offerings actually received, processing of the invoice may be delayed and Buyer shall nevertheless be entitled to take any applicable cash discount. All amounts of any discounts not subtracted from the purchase price at the time of payment shall accumulate to Buyer’s benefit, and shall be payable to Buyer upon demand together with 6% annual interest from the date of Buyer’s payment to Seller of the purchase price. Seller shall not retain any lien, security interest or other right in any Goods following payment from Buyer **SHIPMENT; RISK OF LOSS.** Unless otherwise specified in this Agreement, title and risk of loss will pass to Buyer at the time Goods are delivered to the appropriate delivery location specified by Buyer. Unless otherwise expressly set forth on the Purchase Order, Seller is responsible for arranging for shipment of Goods, including all costs therefor. Goods will be labeled, packed and shipped by Seller in accordance with any instructions by Buyer and in accordance with good commercial practices, to ensure the safe loading, transit, and

unloading of Goods, and that no damage results from weather or transportation. All packages, correspondence, customs documentation, bills of lading, and packing slips must have the complete Purchase Order number prominently displayed, and packing slips and applicable customs documentation must accompany all shipments of Goods. All packing slips shall specify the exact quantity and description of the Goods being delivered. No extra charges will be allowed for labeling, packing and shipping unless specified on the Purchase Order. All shipping dates, or dates for performance of Services, are firm, time being of the essence. The quantity of Goods delivered shall not be greater or less than the amount specified in the Purchase Order unless an additional amount is first ordered by Buyer in writing. In the event of any over or under shipment, Buyer shall be entitled to reject any or all of the shipment except for materials that have a weight or size variation characteristic. Buyer may return excess quantities to Seller at Seller's sole risk and expense. Whenever any occurrence or event affecting Seller or its subcontractors or suppliers delays or threatens to delay the timely performance of this Agreement, Seller will immediately give written notice thereof to Buyer.

5. **FORECASTS.** Any forecasts provided by Buyer are non-binding and for planning purposes only. Any reliance on such forecasts by Seller shall be at Seller's sole risk and expense. Notwithstanding the foregoing, unless Seller objects to a forecast within forty-eight (48) hours of Seller's receipt of such forecast, Seller represents, warrants, and guarantees that Seller has adequate uncommitted capacity and resources to supply the forecasted amounts to Buyer.
6. **BLANKET PURCHASE ORDERS.** In the event that the Purchase Order states that it is a blanket purchase order, all quantities listed thereon shall be estimates only, and Buyer reserves the right to increase or decrease the quantity ordered at any time in its sole discretion. Any such Purchase Order shall not create any commitment on the part of Buyer to purchase the full quantity of Goods or Services specified therein. However, with respect to a blanket purchase order for the purchase of Goods, such blanket purchase order does constitute a binding commitment on Buyer to purchase a quantity of Goods between one unit/part and 100% of Buyer's requirements, with the precise quantity to be determined by Buyer and set forth in release orders or similar written instructions of Buyer or Buyer's authorized agent. Subject to the foregoing sentence, with respect to such Purchase Orders Buyer shall only be obligated to purchase Goods and Services in the quantities and at the times specified in the written instructions of Buyer or Buyer's authorized agent. With respect to any blanket purchase order, Seller commits to supply such quantities of the Offerings as Buyer may from time to time order pursuant to such Purchase Order, at the prices set forth on the Purchase Order, until the expiration of the period set forth in such Purchase Order.
7. **CHANGES.**
 - (a) Buyer may, at any time before delivery or performance of the order, make changes in quantities, specifications, delivery destinations and schedules, methods of shipping and packing, or other methods of performance. If such changes cause an increase or decrease in prices or in time required for performance, Seller will notify Buyer thereof, with reasonable detail and support for such changes, within five (5) days of receipt of notice of such change by Seller. If Buyer approves of such proposed change, Buyer shall issue a revised Purchase Order. The revised Purchase Order will constitute a change order, and the definition of the Offerings and, if applicable, the amount of compensation and/or the scheduled completion or delivery date will be revised accordingly. If Seller fails to provide timely notice in accordance with this provision, such change shall be deemed finally and irrevocably accepted by Seller with no change in price or time for performance.
 - (b) Seller shall not make any changes to any of the terms of this Agreement, or to the components, composition, processes, materials, methods of manufacture, or material sources of supply with respect to any Offerings without first obtaining Buyer's prior written consent. Seller must notify Buyer of any such change prior to shipping any affected Goods or providing any affected Services to Buyer. Changes will not be binding on Buyer unless evidenced by a change order issued and signed by Buyer.
8. **TERMINATION.**
 - (a) Time is of the essence with respect to all of Seller's obligations hereunder. Buyer may, in addition to all other remedies available to it, cancel the Purchase Order and/or this Agreement in whole or in part, without liability, if deliveries are not made at the time and in the quantities and manners specified, or in the event of any other breach or failure of any other of these Terms, or upon any actual or alleged insolvency of Seller or the commencement of any related reorganization or other proceeding. Acceptance of any Offerings before or after the specified delivery date will not operate as a waiver of any of Buyer's rights, including its rights to damages for such early or late delivery. In the event of a late shipment, Buyer may require Seller to ship Goods via premium freight at Seller's sole cost and expense.



Any provision in the Purchase Order providing for the delivery of Goods in installments shall not be construed as making the obligations of Seller severable.

(b) Buyer may terminate the Purchase Order and/or this Agreement in whole or in part, at any time and from time to time, and for any reason or no reason, without liability; provided, however, that any termination without cause shall require at least twenty-four (24) hours' notice to Seller (email or verbal notice being sufficient). When Seller receives such notice, Seller will take any necessary action to protect the property in Seller's possession in which Buyer has or may acquire an interest, and, to the extent specified in the notice, stop work and the placement of subcontracts under this Agreement and terminate work under subcontracts outstanding hereunder. Any claim by Seller relating in any way to a Purchase Order must be submitted to Buyer within fifteen (15) days after the completion or the effective date of the termination of such Purchase Order. Buyer reserves the right to accept or reject any such claim in whole or in part. Notwithstanding anything to the contrary contained in the Agreement, under no circumstances will Buyer have any liability to Seller relating to standard, non-custom goods that were not shipped by Seller prior to Buyer's termination of the Purchase Order, and under no circumstances shall Buyer be liable for any general, special, indirect, incidental, consequential or punitive damages, or for any attorneys' fees, arising out of or relating to this Agreement.

9. **SURVIVAL.** The parties' rights and obligations that by their nature would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding indemnification, insurance, compliance with laws, warranties, and confidentiality will survive any termination or expiration of this Agreement.

10. **TRANSITION ASSISTANCE.** Upon the expiration or earlier termination of the Purchase Order associated with this Agreement for any reason, to the extent requested by Buyer in writing, Seller shall take the following actions and such other actions as may be reasonably required by Buyer to transition production of the Offerings in the associated Purchase Order from Seller to an alternative supplier without disruptions to Buyer's operations: (i) manufacture, deliver, and sell to Buyer a sufficient inventory bank of Goods to ensure that the transition will proceed smoothly and without interruption or delay to Buyer's production of products incorporating the Goods, with pricing equivalent to the pricing in effect immediately before expiration or termination; (ii) for any non-standard (i.e., not "off-the-shelf") Goods, promptly: (A) provide to Buyer all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of supplies and components; and (B) assign to Buyer or an alternative supplier any or all supply contracts or orders for raw materials or components relating to this Agreement and any outstanding Purchase Orders; (iii) sell to Buyer, at Seller's actual cost, any or all work-in-process and any raw-materials inventory relating to this Agreement and any outstanding Purchase Orders; and (iv) sell to Buyer any or all finished Goods.

11. **NON-EXCLUSIVITY.** Nothing herein shall be deemed to require Buyer to purchase Offerings exclusively from Seller. Buyer has the absolute right to purchase goods and services, including Offerings, from sources other than Seller.

12. **RESPONSIBLE SUPPLY CHAIN.**

(a) Compliance with Laws. Seller shall ensure that at all times it has and maintains all licenses, permissions, authorizations, consents and permits that it needs in order to carry out its obligations under this Agreement and that it complies with all applicable statutory and regulatory requirements relating to the manufacture, labeling, packaging, storage, handling and delivery of Goods, and the performance of Services. Seller represents and warrants that it is in compliance with, and will continue to comply with, all applicable federal, provincial, state, local and foreign laws, rules, regulations, orders, conventions, policies, codes, treaties, ordinances, standards, and other governmental and regulatory requirements of the country(ies) of destination and the country(ies) of shipment, or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Offerings, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety (collectively, "*Applicable Laws*"). Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Goods or provision of Services under the Agreement. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the Canada Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. Seller represents and warrants that Seller is and will at all times remain in compliance with all Applicable Laws administered by any governmental entity imposing economic sanctions and trade embargoes ("*Economic Sanctions Laws*") against



designated countries, entities, and persons (each an “**Embargoed Target**”). Seller further represents and warrants that it is not an Embargoed Target or subject to any Economic Sanctions Law, and Seller shall not (i) directly or indirectly export, re-export, transship or otherwise deliver any goods, including any Goods or any portion of the Offerings, to an Embargoed Target or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law. Seller will take appropriate actions to ensure that any person representing or acting under its instruction or control will also comply with the provisions of this Section 12(a). At Buyer’s request, Seller will certify in writing its compliance with the foregoing.

(b) **Labor.** Seller represents, warrants and covenants that it does not and shall not (i) use any form of involuntary, bonded, underage, convict, indentured, or forced labor, including forced or child labor as such terms are defined by the International Labour Organization’s Forced Labour Convention and Minimum Age Convention, respectively (collectively, “**Forced Labor**”), at the facility(ies) where its performance under this Agreement will occur; (ii) engage in human trafficking; or (iii) maintain unsafe or unhealthy conditions in any dormitories or lodging that it provides for its employees. Seller agrees that it shall promptly disclose to Buyer any use, whether intentional or unintentional, of Forced Labor or instances of human trafficking and shall correct unsafe or unhealthy conditions in any lodging that it provides for its employees. Seller shall cooperate and provide such information and/or certifications regarding its compliance with this Section 12(b) as Buyer may reasonably request. Seller shall comply with all Applicable Laws relating to wage and hour compliance, including, without limitation, those relating to minimum wage, overtime and other items of compensation and provide all legally mandated social benefits in each jurisdiction in which Seller is located and operates. Seller shall not engage in or support any actions that abuse human rights as set forth in the United Nations Declaration of Human Rights, including discrimination, freedom of association, coercion, harassment or abuse.

(c) **Forced and Child Labour Act Compliance.** Seller shall comply with all requirements of the Fighting Against Forced Labour and Child Labour in Supply Chains Act, S.C. 2023, c.9 (the “**Forced Child Labour Act**”) and all other similar Applicable Laws of the jurisdictions in which Seller is located and operates that govern Forced Labor (together with the Forced Child Labour Act, collectively, “**Forced Labor Laws**”) and shall cooperate in any manner reasonably requested by Buyer to ensure Buyer’s compliance with the Forced Labor Laws, including, without limitation, providing Buyer copies of any of Seller’s initial and annual reports filed pursuant to the Forced Labor Laws. In addition to any other audit rights provided in this Agreement, Buyer or its third-party auditor has the right to conduct announced or unannounced on-site inspections of Seller’s facilities and any other facilities used in connection with the manufacture of the Goods and audit all pertinent books and records to (i) verify Seller’s compliance with this Section 12, or (ii) conduct an investigation into the suspected use of Forced Labor by Seller or any of Seller’s suppliers or subcontractors. Seller shall provide Buyer or its auditors access to all of Seller’s and its suppliers’ and subcontractors’ facilities and books and records necessary to conduct such inspections or investigations and shall cooperate in all other respects with any investigation by Buyer into the suspected use of Forced Labor. Seller shall not be responsible for providing access to facilities that it does not own or control. Seller agrees to provide within ten (10) days of Buyer’s request a certificate in form and substance satisfactory to Buyer, signed by Seller’s duly authorized representative, certifying that Forced Labor was not used at any stage of the manufacturing process for the Goods or any of their components. Upon Buyer’s request, Seller shall also obtain such certificates from its suppliers and subcontractors and provide a copy of such certificates to Buyer. If Buyer determines that Seller is in violation of the terms of this Section 12, in addition to any other rights and remedies Buyer may have under this Agreement or at law or in equity, Buyer shall have the right to require Seller to implement corrective measures in accordance with a corrective action plan approved by Buyer within the time set forth in the corrective action plan. Buyer shall have the right to suspend or cancel Purchase Orders while Seller implements corrective measures. If Seller does not implement corrective measures in accordance with the corrective action plan to the satisfaction of Buyer within the required time period, then Buyer may immediately cancel the affected Purchase Orders and terminate this Agreement without any liability or further obligation to Seller. Seller shall develop, maintain and comply with a forced labor compliance plan reasonably satisfactory to Buyer that includes monitoring, appropriate engagement and training of employees, suppliers, subcontractors, and other stakeholders.

(d) **Non-Discrimination and Workplace Diversity.** Seller shall comply with all Applicable Laws relating to hiring, employment practices, and harassment and retaliation. Seller shall operate its workplaces free of unequal treatment in employment, discrimination, harassment, victimization, and any other abuse on any grounds, including, without limitation, based on age, health status, disability, ethnic or social origin, gender, gender identity, nationality, race, sexual orientation, marital status, parental status, pregnancy, political convictions, religion or beliefs, union affiliation, or veteran status. For purposes of this Section 12, unequal treatment includes the payment of unequal remuneration for work of equal value.

(e) **Supplier Diversity.** Seller shall use its best efforts to advance diversity and inclusion by actively promoting relationships with diverse and underrepresented businesses in its supply chain. In furtherance of the foregoing, Buyer expects Seller to (i) utilize search and assessment processes that are both unbiased and transparent, (ii) ensure that Seller’s



procurement terms proactively provide diverse businesses with fair access to bids, and (iii) where practicable, actively seek out and provide opportunities for diverse suppliers and subcontractors to participate in business opportunities.

(f) Freedom of Association. Seller shall respect its employees' rights with respect to freedom of association, including, without limitation, the right to form and join labor and trade unions or to join workers' councils in accordance with the Applicable Laws of the jurisdictions in which Seller is located and operates. Seller shall not retaliate, harass or intimidate any of its employees in connection with their freedom of association.

(g) Environmental, Health, and Safety. Seller represents and warrants to Buyer that Seller has, and Seller covenants that it will work towards or maintain, a documented, comprehensive environmental, health, and safety ("**EHS**") policy that addresses, among other things, its ongoing commitment to environmental stewardship and elimination of workplace injuries and illnesses. Upon Buyer's request, Seller shall provide Buyer with evidence of implementation or progress of such policy and agrees to provide or work towards providing information related to the environmental impact of any Good (or any materials used therein), including but not limited to greenhouse gas emissions, waste generation, recycled content, amounts of regulated chemicals in a Good, and disposal information. Seller further represents, warrants, and covenants to the best of their knowledge that all Products, including components and materials, comply with all applicable chemical, material, and environmental laws, regulations, and policies, including, but not limited to the latest version of:

- CEPA – Canadian Environmental Protection Act 1999 – List of Toxic Substances (Schedule 1).
- OHSA RSO 1990 – Ontario Occupational Health and Safety Act, O-Reg 490/09 – Designated Toxic Substances.
- REACH – Registration, Evaluation, Authorization and Restriction of Chemicals – (EC 1907/2006).
- SVHC – Substances of Very High Concern – (ECHA – European Chemical Agency).
- RoHS 3 - Restriction of Hazardous Substances – (EU 2015/65).
- ODS – Ozone Depleting Substances – (EC 1005/2005)
- F-GAS Regulation – Fluorinated Gas Regulation. (EU 2024/573).
- Battery Regulation – (EU 2023/1542)
- PFAS/PFOS – Per- and Polyfluoroalkyl Substances – (CEPA, EPA, EU/EEA)).
- POP – Persistent Organics Pollutants – (UNEP – United Nations Environment Program).
- TSCA – Toxic Substances Control Act (US EPA 19 CFR 12.121).
- Conflict Minerals - Compliance with OECD Due Diligence and CMRT reporting

Seller shall use commercially reasonable efforts to identify any California Proposition 65-listed substances in the Products, components, or materials supplied, and shall provide accurate Safe Harbor warnings and supporting documentation as required to enable Buyer to comply with applicable notification obligations under Proposition 65. Seller shall notify Buyer in writing of any known presence of such substances.

Seller shall provide upon request all required supporting documentation, including Chemical Abstract Service (CAS) numbers and material declarations, for any regulated substances present in the Products or components thereof.

(h) EHS Improvements. As and when they become known/available, Seller shall identify and bring to Buyer's attention any Good options that have a reduced environmental, health, and/or safety impact. If Seller receives a Purchase Order for a Good for which Seller has an option with a reduced environmental footprint or a more favorable health and safety profile, Seller shall promptly notify Buyer of such option(s). Seller shall discuss with Buyer the feasibility, efficacy, and regulatory and cost implications of any of the foregoing alternate Good options and shall provide such options if and as Buyer directs.

(i) Conflict Minerals. Seller represents and warrants that the Goods do not contain any minerals sourced from conflict-affected or high-risk areas (as defined as such terms are defined in the OECD (2016), *OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas: Third Edition*).

(j) Competition. Seller shall adhere to standards of fair business and competition and comply with all Applicable Laws relating to competition, including those in the United States, Canada, the European Union, Mexico and all other jurisdictions in which Seller is located and operates.

(k) Accounting Records. Seller's accounting records shall be kept in accordance with the Applicable Laws of the jurisdictions in which Seller is located and operates and shall be in sufficient detail, accurately and fairly reflecting transactions, assets, liabilities, revenues and expenses. Seller's accounting records shall not contain any false or misleading information.

(l) Conflicts of Interest. Seller shall avoid conflicts of interest and shall immediately report to Buyer any conflict of interest of which it becomes aware.

(m) Compliance Monitoring and Reporting. Seller shall strive to maintain a system reasonably designed to ensure compliance with this Section 12. Seller shall ensure that the requirements set forth in this Section 12 are communicated to its officers, directors, employees, representatives and agents, as appropriate. Seller shall maintain all documentation necessary to demonstrate its ongoing efforts or compliance with this Section 12 and shall, upon Buyer's request, provide Buyer reasonable access to such documentation and to Seller's facilities to confirm Seller's ongoing efforts or compliance with the requirements set forth in this Section 12. For the avoidance of doubt, Seller understands and acknowledges that Buyer is not assuming any monitoring responsibilities under this Section 12 and that Seller is fully responsible for compliance with the terms of this Section 12.

(n) Upstream Supply Chain. Seller shall use its best efforts to source any raw materials, goods and/or services used in the manufacture of the Goods from suppliers that meet the requirements set forth in this Section 12. In furtherance of and without impacting Seller's obligation to comply with Sections 12(a) and (b), Seller shall maintain in effect a program of monitoring and auditing its suppliers to ensure that they do not use Forced Labor in the manufacture of the Goods at any time, including in the production of raw materials or component parts for the Goods. Seller shall conduct regular inspections and audits of its suppliers and subcontractors to ensure compliance with the requirements of this Section 12.

(o) Flow-Down. Seller shall include substantially similar prohibitions and requirements as those set forth in this Section 13 in its agreements with its own suppliers and subcontractors. Seller shall perform due diligence on the supply chains producing the raw materials and goods used in the manufacture of the Goods, including, without limitation, implementation or progress towards supply chain mapping, tracing, and tracking using appropriate methods and technology, in each case, to the reasonable satisfaction of Buyer to ensure compliance with this Section 12.

- 13. WARRANTY.** In addition to all warranties prescribed by law, Seller specifically represents, warrants and guarantees that: (a) all Offerings will conform strictly to their descriptions (whether oral or written, including, without limitation, on Seller's website or catalog, or on any proposal or quotation), drawings, any samples and any applicable specifications (including, without limitation, those set forth in the Purchase Order); (b) all Offerings shall be of good merchantable quality and fit for the known purposes for which they are sold, provided that Seller shall have the burden of proving that it was unaware of Buyer's intended purpose, and absent such proof Seller shall be deemed to have known of Buyer's intent to use the Offerings in whatsoever manner Buyer actually uses the Offerings; (c) all Goods shall be free from defects in Seller's design, materials and workmanship; (d) all Goods shall be free and clear of all liens, encumbrances and rights of third parties; (e) Seller has good and marketable title to the Goods; (f) all Goods shall be new and not contain any reconditioned parts or materials; (g) each of Seller's employees, agents or representatives assigned to provide Services under this Agreement shall have the proper skill, training and background so as to be able to perform such Services in a competent, workmanlike, and professional manner; (h) all Services shall be performed in a competent, workmanlike, and professional manner, in accordance with all applicable best practices and best industry standards, and Seller shall devote adequate resources to meet its obligations under this Agreement; (i) all Goods and Services shall comply with all Applicable Laws; and (j) each Offering and Buyer's use thereof does not and shall not infringe or misappropriate or contribute to the infringement or misappropriation of any patents, copyrights, trademarks, trade names or other intellectual property or proprietary rights. In addition to the foregoing, Seller hereby assigns to Buyer, and covenants to fully cooperate with Buyer in enforcing, all rights and warranties provided by any third party manufacturer of goods or parts which are incorporated in, are a part of, or are provided to Buyer in connection with, the Offerings. All warranties, including warranties prescribed by law, will run to Buyer, its successors, assigns, and customers, and to users and beneficiaries of Offerings. All sellers shall purchase parts, materials, chemicals, and assemblies directly from authorized sources. Only new and authentic materials are to be supplied or used in products delivered to Buyer. No counterfeit or suspect counterfeit parts are to be delivered or contained within delivered product. Authorized Distributors shall only purchase product directly from the OEM. Parts shall not be purchased from other Authorized Distributors or Independent Distributors without written consent from Buyer. Procurement practices and documentation shall enable traceability back to the applicable OEM for each purchase transaction. Seller warrants the Goods delivered pursuant to this Agreement, unless specifically stated otherwise in this Agreement, shall (i) be new; (ii) be and only contain materials



obtained directly from authorized sources; (iii) not be or contain Counterfeit Items; (iv) contain only authentic, unaltered labels and other markings; (v) have documentation that authenticates traceability to the applicable authorized source, that can made available upon request.

- 14. SELLER EXPERTISE.** Seller is an expert fully competent in all phases of the work involved in providing the Offerings under this Agreement. Seller agrees not to deny any responsibility or obligation to Buyer on grounds that Buyer provided recommendations, guidance, reviews, inspections, audits, approval, or assistance with regard to any aspect of this Agreement. Seller acknowledges Buyer's reliance upon Seller's expertise. In the event that any of Buyer's written specifications or other requirements may result in any negative impact to Buyer, Seller has the duty to immediately notify Buyer in writing of all ramifications of such direction. Any reviews, inspections, acceptance quality levels, approved vendor lists, bill of materials, or approvals by Buyer will not relieve Seller of its obligations under this Agreement, nor waive any rights that Buyer may have. Seller will source and procure all materials and component parts for all of the Offerings in accordance with the requirements of this Agreement, and shall develop and implement a process for continuous improvement with respect to the same. Seller shall implement and maintain a quality management system or process that ensures 100% product conformance to applicable specifications and Buyer requirements. Buyer shall have the right, in its sole discretion, to require that Seller immediately remove any personnel from performing under this Agreement. In such an event, Seller shall, upon Buyer's request, promptly furnish replacement personnel with the requisite skills, training, and experience. Buyer's exercise of, or failure to exercise, its rights under this Section will not in any way limit the obligations of Seller to perform its obligations under this Agreement.
- 15. CERTIFICATES OF ORIGIN; COMPLIANCE WITH POLICIES.** Upon Buyer's request, Seller shall promptly provide Buyer with all certificates of origin or domestic value-added, and all other information related to the costs and places of origin of the Goods and the materials contained in the Goods or used in the performance of the Services, as may be required by Buyer to comply fully with all customs, tariffs, and other applicable governmental regulations. Seller shall comply with all applicable Buyer policies, and all policies of Buyer's customers, that are applicable to Seller and/or the Offerings and that Buyer makes Seller aware of. Without limiting the foregoing, Seller, and all suppliers, vendors, service providers, subcontractors, agents and representatives of Seller, shall (a) comply in all respects with any quality procedures and codes of conduct that may be adopted or updated by Buyer from time to time, and as may be posted to Buyer's website or otherwise made available to Seller from time to time, and (b) ensure that all personnel while on Buyer's site abide by the current procedures and regulations for personnel performing services on a Buyer site and all other reasonable safety, security, and other instructions and directions issued by Buyer, as well as all Applicable Laws.
- 16. SPARE PARTS AVAILABILITY.** Seller will maintain the capability to supply, and shall provide, spare parts (i.e., the entire Goods or portions of the Goods) and technical support for the Offerings during the term of this Agreement and for a period of fifteen (15) years thereafter (or longer period as may be required by Applicable Laws to Buyer or Seller) under the terms and conditions of this Agreement. Seller will give Buyer a last time buy option at the end of such period, and will notify Buyer in writing at least one hundred twenty (120) days prior to the conclusion of such period. Seller will notify Buyer in writing at least one hundred twenty (120) days prior to Seller's withdrawal of any Goods or components thereof, and such withdrawal will not occur during the term of this Agreement or the fifteen (15) year period described in this Section, and will not affect Seller's responsibilities under this Section related to spare parts availability or technical support.
- 17. INSPECTION; ACCEPTANCE; REJECTION.** Offerings purchased hereunder are subject to inspection and approval at Buyer's designated destination. Buyer shall have a reasonable amount of time to complete such inspection, but in no event less than thirty (30) days. Buyer reserves the right to reject and refuse acceptance of Offerings that are not in accordance with Buyer's instructions, specifications, drawings, and data or Seller's warranties (express and implied), or that are otherwise unsatisfactory to Buyer in its reasonable discretion, including after the initial inspection period. If any Offerings are rejected, at Buyer's option, and without limiting any other rights or remedies available to Buyer, (a) Buyer may cancel the Purchase Order without charge or expense to Buyer, Seller shall reimburse Buyer for any amounts paid by Buyer for such rejected Offerings, and Seller shall immediately reimburse Buyer for any direct damages incurred by Buyer in connection with Seller's provision of such defective Offerings, or (b) Seller will immediately replace all rejected Goods at no extra cost to Buyer, re-perform any rejected Services in a manner acceptable to Buyer, and reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Offerings. Payment for any Offerings hereunder will not be deemed an acceptance thereof, and no inspection or acceptance will be deemed a waiver of any rights or remedies. Acceptance of any Offerings that fail to comply with Seller's warranties (including, without limitation, Offerings which fail to meet applicable specifications) shall not constitute an amendment to such warranties or specifications or a waiver of Buyer's right to reject future Offerings that fail to comply with such warranties or specifications. Buyer and/or Buyer's customers reserve the right to audit upon reasonable notice Seller's quality and process control procedures for any Good supplied to Buyer.

- 18. RECORDS.** Seller shall maintain complete and accurate records relating to the provision of the Offerings under this Agreement, including records of the time spent and materials used by Seller in providing the Offerings, in such form as Buyer approves. During the period in which Seller is providing Offerings to Buyer hereunder, and for a period of two (2) years thereafter, upon Buyer's written request, Seller shall allow Buyer or Buyer's representative to inspect and make copies of such records and interview Seller's personnel in connection with the provision of the Offerings. Buyer may inspect Seller's facilities and records, at any time from time to time, upon not less than twenty-four (24) hours prior notice (written, verbal or otherwise).
- 19. PRODUCT RECALLS.** Either Buyer or Seller, in consultation with the other, may initiate a product withdrawal, market withdrawal, stock recovery, removal, or recall (a "**Recall**") with respect to any Goods. Seller will use its best efforts to remove all affected Goods from distribution channels and shall cooperate with Buyer in its efforts associated with any Recall. Seller will promptly notify Buyer of any request or order for a Recall of any Goods by any federal, provincial, state, or local authority or regulatory agency, and of any voluntary Recall initiated by Seller of any of the Goods, within twenty-four (24) hours. Seller will, in addition to any other remedies that may be available to Buyer, promptly reimburse Buyer for all costs, expenses (including attorneys' fees), losses and liabilities incurred by Buyer and/or its affiliates in connection with any Recall.
- 20. INDEMNIFICATION.** Seller shall indemnify, defend, and hold Buyer, its direct and indirect parent and subsidiary entities and other affiliates, and its and their respective directors, officers, employees, representatives, agents, direct and indirect customers and product users, and each of the foregoing's respective successors and assigns, harmless from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses, of any kind whatsoever, arising from or relating to, or alleged to arise from or relate to, (a) any defect in any Offerings; (b) any failure to comply with specifications in the Purchase Order or with the express and implied warranties of Seller, or any of the terms of this Agreement; (c) Buyer's enforcement of any provision of this Agreement; (d) any act or omission of Seller, its affiliates, or its or their respective directors, officers, employees, representatives, and/or agents (collectively, the "**Seller Parties**") related to the provision, sale or use of any Offerings; (e) any violation by any Seller Party or any Offerings, or in their provision, manufacture or sale, of any Applicable Law; or (f) any infringement by any Offering of any patent, trademark, or other trade designation, trade secret, copyright, or other intellectual property right (other than infringement caused solely by specifications provided by Buyer).
- 21. BUYER-FURNISHED PROPERTY; INTELLECTUAL PROPERTY OWNERSHIP.** Seller will not disclose to any other party, or use, reproduce, or appropriate, any material, tooling, dies, drawing, designs, or other property or data furnished by Buyer ("**Buyer-Furnished Property**"). All Buyer-Furnished Property is being provided for use on an as-is basis, and Buyer makes no representations or warranties with respect thereto, whether express or implied. Title to Buyer-Furnished Property will remain with Buyer at all times. Buyer shall have no obligation to furnish any Buyer-Furnished Property, and Seller shall be solely responsible for obtaining and maintaining the tools and equipment necessary for the fulfillment of its obligations hereunder, including all repair and replacement costs associated therewith. Seller will bear the risk of loss or damage to all Buyer-Furnished Property unless such loss or damage is solely, directly and proximately caused by Buyer. All Buyer-Furnished Property will be returned to Buyer at Seller's risk and expense upon termination or completion of this Agreement or upon Buyer's demand, whichever occurs first, unless Buyer otherwise directs. All designs, sketches, patterns, dies, tools, equipment, special appliances, computer programs, plans, documents, interfaces, data, configurations, models, designs, concepts, ideas, patents, trade secrets, and other intellectual property ("**Works**") paid for directly or indirectly (including as part of the purchase price, whether or not specifically itemized) by Buyer shall be Buyer-Furnished Property and subject to the terms of this provision. Seller agrees, and shall cause its employees and subcontractors to agree, that with respect to any Work that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Work is a "work made for hire" for Buyer. To the extent that any of the Work does not constitute a "work made for hire," Seller hereby irrevocably assigns, and shall cause its employees and subcontractors to irrevocably assign to Buyer, in each case without additional consideration, all right, title, and interest throughout the world in and to the Works, including all intellectual property rights therein. As to any Works purchased, furnished or used by Seller in its performance of its obligations under this Agreement which does not become Buyer-Furnished Property under the terms of this Section, Buyer has the option, at any time and from time to time, to purchase from Seller some or all of such Works, and upon the exercise of such option Buyer shall become the owner and entitled to possession of the same. The purchase price shall be limited to the lesser of the fair market value for such Works or the initial cost of such Works less any accumulated depreciation. Seller shall not sell or otherwise dispose of any Works without the prior written consent of Buyer. Seller will not acquire or claim any rights, title or interest in any intellectual property rights, including copyrights, patents, patent disclosures, inventions (whether patentable or not), trade dress, trade names, logos, corporate names, domain names, trademarks, service marks, trade secrets, know-how, specifications, and other confidential information of Buyer. Seller agrees to assist Buyer, at Buyer's expense, in obtaining, protecting and enforcing all rights and other legal protections for Buyer-Furnished Property and Works and to execute any and all documents that Buyer may reasonably request in connection therewith, including any intellectual property or proprietary rights assignment document(s), including, without limitation, those related to copyrights or patents. Seller shall not re-use or claim any

rights in the Works, or any intermediate or partial version thereof, or any derivative work based upon the Works without Buyer's express written consent, which consent may be withheld by Buyer in its sole discretion. Seller shall, immediately upon becoming aware of any of the following, give notice and details thereof in writing to Buyer: (i) any claims or objections that use of the Buyer-Furnished Property in connection with the manufacture of Goods may or will infringe the copyrights, patents, trademarks or other proprietary rights of any third party; and (ii) any and all infringement, threatened infringement, limitation, illegal use or misuse by any person of the Buyer-Furnished Property.

22. **INTELLECTUAL PROPERTY LICENSE.** To the extent not Buyer-Furnished Property, Seller agrees to and hereby does grant to Buyer an irrevocable, perpetual, non-exclusive, fully paid up, fully transferable, royalty free license to make, have made, repair, have repaired, use and sell the Goods and any invention, improvement or discovery (whether or not patentable) that Seller conceives, develops or first actually reduces to practice in the course of performing the Purchase Order. Seller agrees to and hereby does grant to Buyer: (a) an irrevocable, perpetual, non-exclusive, fully paid up, fully transferable, royalty free license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, any copyrighted or copyrightable material ordered as Offerings, or incorporated in or supplied as a supplement with any Offerings; and (b) the right to reproduce, use and disclose for any purpose, all or any part of the reports, drawings, blueprints, data and technical information delivered or specified to be delivered to Buyer. In addition, Seller hereby grants to Buyer a perpetual (including after the termination of this Agreement), irrevocable, non-exclusive, fully paid up, fully transferable, sublicensable, royalty free license to manufacture the Goods, and/or goods incorporating or based upon the Goods, in whole or in part, with or without modification, and/or to have the same manufactured by one or more other or additional suppliers.
23. **CREDIT APPLICATION.** Buyer may apply any credits due from Seller, whether or not under the Purchase Order or this Agreement, against any amount due to Seller hereunder.
24. **CONFIDENTIALITY.** If the parties have entered into a non-disclosure and/or confidentiality agreement (the "**NDA**"), the terms of the NDA are incorporated herein by this reference and will control the disclosure of any confidential or proprietary information. If there is any conflict between the terms of the NDA and this Agreement, the terms of this Agreement will prevail to the extent of the inconsistency. If the NDA expires prior to the termination of this Agreement, the NDA is hereby deemed renewed and extended until the termination of this Agreement. If the parties have not entered into such an NDA, the parties agree that the remainder of this Section will apply. All non-public, confidential or proprietary information of or relating to Buyer or Buyer's direct or indirect affiliates, customers, and suppliers, including without limitation specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates disclosed by or on behalf of Buyer, whether disclosed orally, visually or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," shall be deemed "**Confidential Information**," is confidential, solely for the use of performing this Agreement, shall be protected to at least the same degree as Seller's own confidential information (but in no event with less than a reasonable degree of care), and may not be disclosed or copied unless authorized by Buyer in writing, except as otherwise set forth herein. Seller agrees to not disclose the Confidential Information except as legally required (and then only to the minimum extent legally required), and except to Seller's employees who are bound by obligations of confidentiality with respect to such Confidential Information at least as stringent as those set forth herein and who have a need to know such Confidential Information for the purpose of fulfilling Seller's obligations under this Agreement. Seller shall be responsible for any breach of the confidentiality and non-use obligations set forth herein by such employees. Seller may only use the Confidential Information in the performance of this Agreement, and may not use the Confidential Information for any other purpose. Seller shall return to Buyer, or destroy, with such destruction certified in writing to Buyer, within five (5) days of the earlier of a request from Buyer or the termination of this Agreement, all Confidential Information, and all written materials, and copies thereof, including materials stored in electronic media, containing, incorporating, or otherwise based upon, in whole or in part, the Confidential Information. This provision shall survive any termination of this Agreement for any reason, and in the event of any breach or threatened breach of this provision, Buyer shall be entitled, in addition to any other remedies and damages, to injunctive relief without the necessity of paying bond and without being required to prove the existence, amount or insufficiency of damages. This Section does not apply to information that Seller can prove was lawfully obtained by Seller without restriction on a non-confidential basis from a third party.
25. **DATA BREACH.** In the event that Seller or any of its personnel become aware of or suspect a data security breach, an unauthorized access, use, loss, theft, damage or acquisition of Buyer's data, or any other event that compromises the security, confidentiality or integrity of Buyer's data ("**Incident**"), Seller shall (a) promptly communicate the nature of the Incident to Buyer within 24 hours; (b) provide incident reporting with comprehensive detail of the scope and potential impact and remediation efforts on daily bases, until this incident is resolved, (c) assist Buyer with mitigating the damages resulting from the Incident by providing workaround and steps; and (d) allow Buyer to have sole control over the timing, content, and method of providing notification to the impacted individuals and governmental authorities, if applicable. In addition to any other remedies available to Buyer under this Agreement, in law or in equity, for any Incident resulting,

in whole or in part, from the acts or omissions of Seller or its personnel, Seller shall: (i) take any corrective actions necessary to remedy the Incident; and (ii) reimburse Buyer for its costs and expenses relating to the Incident such as (1) Buyer's costs incurred in notifying impacted individuals, governmental authorities, and credit bureaus, (2) Buyer's attorneys' fees and public relations' fees incurred in response to the Incident; (3) Buyer's costs of obtaining credit monitoring services and identity theft insurance for the benefit of the impacted individuals; (4) call center support to notify impacted individuals; (5) all fines, penalties or charges assessed by any governmental entity; and (6) forensic IT services and e-discovery services used by Buyer relating to the Incident, where (1)-(6) are deemed direct damage and are not subject to any caps on liability or exclusion of damages set forth elsewhere in this Agreement or in any other document or agreement (if any). Seller's liability for any Incident shall be limited to direct. Seller shall not be liable for any indirect, incidental, or consequential damages arising from the Incident. Seller shall be required to have proactive security measures, maintain recognized security certifications, and regularly conduct audits or security training to minimize the risk of incidents.

26. **INSURANCE.** During the term of this Agreement and for two (2) years thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect in amounts and types that are customary in Seller's industry and satisfactory to Buyer. Buyer shall be named as an additional insured under Seller's insurance policies, and such policies shall be primary and non-contributory in favor of Buyer, and shall include a waiver of subrogation in Buyer's favor. All insurance policies must be underwritten by a company with a minimum A.M. Best Rating of A- VII. Certificates evidencing the required coverages must be furnished to Buyer prior to the commencement of any work and on an annual basis thereafter, and at any additional times upon Buyer's request. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in any of Seller's insurance policies. If Seller fails to maintain the insurance required herein, Buyer may, in its sole discretion, purchase such insurance on Seller's behalf and charge back the cost thereof to Seller, with a reasonable markup.
27. **NOTICES.** Any notice relating to this Agreement must be in writing and will be considered given within three (3) days after it is deposited, postage prepaid, with a registered mail service and addressed to the other party at the address given in this Agreement; or, if delivered by hand, when so delivered. Notices to Seller may be delivered by email to any email address used by an employee of Seller in communicating with Buyer, and will be deemed given when sent to such email address. Alternatively, Seller may deliver communication to Buyers Primary Head Office vis registered mail.
28. **SUBCONTRACTING; ASSIGNMENT; DELEGATION.** Seller may not assign, whether voluntarily or involuntarily, this Agreement or any of Seller's rights hereunder nor delegate any of Seller's obligations hereunder without Buyer's prior written consent. Any purported assignment or delegation in violation of this Section will be void. Buyer may assign this Agreement and any of Buyer's rights hereunder and delegate any of Buyer's obligations under this Agreement. If Buyer assigns this Agreement or delegates any obligations under this Agreement (whether in whole or in part), Seller shall, as relates to such part that was assigned or delegated, release Buyer from all liability under this Agreement relating thereto and hold the assignee solely responsible for performance of all such assigned or delegated obligations.
29. **APPLICABLE LAW.** The validity, construction, and enforcement of this Agreement is governed by and interpreted under the laws of the Province of Ontario, Canada. The United Nations Convention on Contracts for the International Sales of Goods (CISG) does not apply to this Agreement. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in the courts located in the Province of Ontario, Canada. Each party irrevocably: (a) submits to the exclusive jurisdiction of such courts; (b) waives any objection to venue, including on the ground of forum non conveniens, to bringing a legal action in such courts; (c) agrees not to bring any legal action relating to this Agreement except in such courts; and (d) agrees that delivery of service of process, summons, notice, or other document in any manner authorized in Section 28 shall be effective delivery of such service of process, summons, notice or other document for any suit, action or other proceeding in any such court. Seller shall pay Buyer any collection fees and all prevailing party attorneys' fees incurred by Buyer in enforcing this Agreement or defending against any claim for breach of this Agreement. Buyer explicitly reserves its right to a jury trial, as well as its rights to all remedies available to it under applicable law, including, without limitation, all rights to indirect, incidental, consequential, punitive, exemplary and special damages. Unless otherwise instructed by Buyer in writing, Seller shall continue delivery and performance pursuant to these Terms while any dispute relating to this Agreement or the Offerings is pending, and Seller shall not be permitted to withhold shipment or performance in connection with any dispute unless expressly authorized by a final nonappealable judgment of a court of competent jurisdiction, as long as the Buyer remains current on payment obligations.
30. **AMENDMENT; WAIVER.** No amendment or modification of any term or condition will be valid or binding upon Buyer unless approved by Buyer in a writing hand-signed by Buyer. Unless Buyer expressly indicates otherwise in such



hand-signed writing, such modification is effective only in that instance and only for the purpose for which it is made and is not to be construed as a modification on any future occasion or of any future order or agreement. Clerical and stenographic errors are subject to correction by Buyer. No waiver by Buyer of any of the terms of this Agreement is effective unless explicitly set forth in a writing 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.

31. **SEVERABILITY.** If any provision of this Agreement is held invalid, prohibited, or unenforceable in any applicable jurisdiction, then as to such jurisdiction only, that provision will be ineffective, but only to the extent legally required. That treatment will not affect the validity or enforceability of: (a) the remaining provisions of this Agreement or (b) any provision of this Agreement in any other jurisdiction.
32. **INDEPENDENT CONTRACTORS.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement may 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.
33. **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.
34. **INTERPRETATION.** Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of this Agreement, or any document drafted or delivered in connection with the transactions contemplated by this Agreement. Captions and headings in this Agreement are for convenience only, and will be given no effect in the interpretation of this Agreement. The parties have expressly requested and required that this Agreement and all other related documents be written and interpreted in the English language.