

STANDARD TERMS AND CONDITIONS OF SALE

(version 2017)

of ErfGoed Canada Corp.

These Standard Terms and Conditions of Sale (**Terms**) shall apply to, form part of and govern any and all quotations, purchase orders, invoices or contracts (collectively **Order Documentation**) provided by ERFGOED CANADA CORPORATION (**SELLER**) for the sale of any SELLER products, equipment, consumables, accessories and/or parts and any SELLER services, including installation, related thereto (the foregoing, individually and/or collectively, being referred to as the **Products**) to a purchaser or proposed purchaser thereof (**Customer**):

1. Quotations and Orders

- a. Any quotations supplied by an employee of SELLER authorized to do so (Quotation) shall be intended for reference purposes only, constituting neither a binding offer to sell nor imposing any obligations or liability on SELLER. Quotations automatically expire thirty (30) days from the date they bear unless otherwise specified. [NTD: Quotations should have a copy of these T&Cs attached to them, because there is no such thing as publication of T&Cs in a public register that therefore makes them binding on all of SELLER's contracting parties.]
- b. Should Customer wish to accept a Quotation, Customer shall provide SELLER of notice of intent to accept in addition to a purchase order which shall incorporate the terms and conditions of the Quotation and any other terms and conditions agreed upon between SELLER and Customer (Purchase Order). Customer's Purchase Order must include the delivery dates, the quantity, quality and any other descriptive specifications of the Products being purchased, otherwise the Purchase Order shall not be considered in sufficient form to be accepted or performed by SELLER.
- c. SELLER reserves the right to accept or decline any Purchase Order in whole or in part within thirty (30) days after receipt from Customer, during which time the Purchase Order may only be cancelled, rescheduled or modified by Customer if SELLER or its duly authorized representative has given prior written consent. Any such Purchase Order deemed accepted shall only be binding on SELLER to the extent that SELLER issues a sales order confirmation which shall include such relevant information contained in the Purchase Order in addition to any other terms and conditions which SELLER shall choose to include from time to time (Sales Confirmation). SELLER shall include an invoice to Customer with each delivery of products (Invoice) but any omission to do so shall not limit Customer's obligations or Seller's rights.
- d. Any order documentation or any other kind of document purporting to oblige SELLER to supply Products shall only be considered binding on SELLER if it is explicitly accepted by SELLER either electronically or in writing by a duly-authorized officer of SELLER. Despite the preceding sentence, a Quotation shall not be considered binding on SELLER.
- e. Unless otherwise expressly agreed in writing by SELLER, any figures, measurements, dimensions, performance values, samples, statements, technical provisions or specifications, catalogues, brochures, depictions, photographs, models, designs, drawings, promotional materials in print or electronic format or other descriptive specifications provided by SELLER in or relating to any Order Documentation (the foregoing, individually and/or collectively, being referred to as the Promotional Specifications) are approximations only and shall not be deemed to form part of any contract or be treated as constituting any representation or warranty by SELLER or condition in favour of Customer in relation to the Products involved. SELLER reserves the right to modify Promotional Specifications at any time. SELLER expressly reserves all right, title and interest in any Order Documentation or Promotional Specifications, which may not be disclosed to any third party or used for any purpose whatsoever by Customer or any third party without the prior written consent of SELLER.

- f. If requested by Customer, SELLER may at its option prepare drawings or other documents specific to a contemplated Customer order as part of a Quotation. If Customer does not proceed with the order contemplated in the Quotation, Customer will be responsible for SELLER's costs in preparing such drawings and documents and Customer must pay for and return same to SELLER within eight (8) days of not proceeding. [NTD: Monetary penalties are not enforceable in Canada, but amounts required to be paid as liquidated damages are if they are a genuine pre-estimate of damages (but then you may be limited to recovering only those amounts. However, if the cost of a quotation can be stated as owing to the company and the company can waive that cost if documents are returned, that approach may be enforceable in Canada. Please let us know if you would like to include a fee and fee waiver language.)]

2. Prices

- a. The price for all Products shall be as specified in the Sales Confirmation provided by SELLER to Customer. Where no price has been specified by SELLER, the prices shall be equal to those stated for such Products on SELLER's price list for Canada in effect on the date SELLER first confirms that it is prepared to supply Customer. SELLER reserves the right, by giving notice to Customer at any time, to increase the price of Products previously quoted to cover: (i) foreign exchange fluctuation or other general changes such as tax rates, (ii) increases in the costs of labour, materials and/or manufacturing; (iii) tariffs, duties, or enforcement charges, (iv) cost of compliance with federal, provincial, regional, municipal or other law or requirements; (v) cost increases specific to Customer's order, including without limitation related to insurance, shipping costs, or fuel costs; (vi) any delay or change in delivery dates, quantities or specification of Products occasioned or requested by Customer; (vii) shipment arrangements or other terms and conditions that are not part of any original price quotation or standard price; (viii) unanticipated risks or hazards in the performance of obligations under Customer's order; (ix) costs arising from compliance with governmental regulations or orders; and (x) any other increase in costs or other reason as determined at the sole discretion of SELLER from time to time. Customer shall not hold back or deduct any amount from the purchase price of any order, except to the extent required by applicable law.
- b. Unless otherwise stated in writing by SELLER, and in addition to any terms or notes on any SELLER price list, the price of Products shall be Ex Works (Incoterms 2010). All costs not specifically included in the price pursuant to the Sales Confirmation are in addition to the price, and include without limitation shipping, insurance or storage charges, import duties or tariffs, applicable sale, use or other taxes payable to any governmental authority, including without limitation sales tax, excise tax, value added tax, Goods and Services Tax, Harmonized Sales Tax, or any other ancillary cost (whether similar in any respect to any of the foregoing or not, but excluding income tax on Seller's revenue) not explicitly required to be paid by SELLER.

3. Payment

- a. Full payment of the sale price and all other amounts due from Customer, including but not limited to Additional Costs, shall be due net thirty (30) days after the date marked on SELLER's Invoice or such greater period as may be agreed on in writing in advance between Customer and SELLER. Unless previously agreed in writing by SELLER, all payments shall be in Canadian dollars and must be made directly to SELLER by wire transfer or electronic funds transfer in accordance with the Invoice.
- b. If Customer fails to make payment for the Products and Additional Costs or any part thereof by the due date, SELLER reserves the right (without prejudice to any other right or remedy available to SELLER) to charge interest on the outstanding balance of any overdue accounts at a rate equal to the lesser of eighteen percent (18%) per annum, accruing daily and payable at one-and-one-half percent (1.5%)

monthly or the maximum rate permitted by applicable law.

- c. If at any time SELLER believes in good faith or determines in its sole discretion, acting reasonably, that Customer's financial condition or credit rating does not justify a sale on credit or if Customer is at any time in default of any indebtedness or other obligation owed to SELLER, then in addition to any other rights it may have under these Terms SELLER may: (i) suspend further delivery of Products until payment is received in full; (ii) revoke any credit previously extended or require full or partial cash payment in advance of production and/or delivery of Products; (iii) refuse to deliver any undelivered Products without incurring any liability to Customer for non-performance or non-delivery or any delay in delivery; (iv) terminate any relations with the Customer; and/or (v) enter the Customer's premises to recover any Products supplied to Customer. Customer agrees to pay any and all fees associated with payment, collection or recovery of the Products.

4. Delivery

- a. Unless otherwise agreed on in writing, delivery of all Products by SELLER shall be Ex Works. Such delivery shall take place at the time designated by SELLER, as such delivery time may be amended by SELLER from time to time. Customer shall be liable for all costs associated with delivery and shall make all arrangements associated with the pick-up of the Products. Any third-party carriers or other service deliverers Customer wishes to use must be approved in advance by SELLER. Customer shall also arrange all insurance of all kinds in order to move the Products from the point of Ex Works delivery, as applicable. SELLER shall have no liability of any kind for any fault, failure or neglect of any carrier or any shipment from the point of Ex Works delivery, nor shall any carrier arranged or to be arranged by Customer be deemed to be an agent of SELLER.
- b. SELLER will use commercially reasonable efforts to meet requested dates and times for delivery of Products within SELLER's normal delivery time frames of [eight (8) to twelve (12)] weeks after SELLER issues its Sales Confirmation. However, specific dates and times will not be guaranteed and time shall not be of the essence unless previously specifically agreed on in writing by the parties. Compliance by SELLER with the estimated or guaranteed date of delivery of Products shall require that all commercial, contractual and technical issues between Customer and SELLER have been settled and any period for the delivery of Products by SELLER or its agents shall be extended as necessary in SELLER's view until such settlement has occurred.
- c. Unless otherwise agreed in writing by the parties, SELLER reserves the right to deliver Products in instalments. Each delivery of Products by SELLER shall be treated as a separate transaction and, except as set out or referred to in the Sales Confirmation, payment therefor shall be in proportion to the overall purchase price set out in the Sales Confirmation. Delay or failure by SELLER to deliver an instalment in accordance with these Terms shall not entitle Customer to repudiate or cancel the delivery of other instalments or stages of Products under the Invoice. Where a Product ordered is not available, SELLER may back-order the Product in question and such back-ordering shall not be a breach of SELLER's obligation to supply.

5. Title and Security Interest

- a. Title to Products passes from SELLER to Customer on delivery Ex Works.
- b. Unless otherwise agreed, the risk of damage and loss of Products passes from SELLER to Customer at the same time title passes to the Customer.
- c. SELLER reserves and Customer grants to SELLER a purchase money security interest (PMSI) in all Products sold and all proceeds therefrom to secure the full payment and performance by Customer of its present and future liabilities and obligations to SELLER. Customer agrees that SELLER may register a financing statement with regard to such PMSI against Customer pursuant to the Personal Property Security Act or similar legislation in the province in which the Products are delivered and in which the Customer is then incorporated, continued

or amalgamated. Customer shall take all action that SELLER requests to perfect, obtain and maintain SELLER's first priority of that security interest, and Customer shall pay or reimburse SELLER for all fees, taxes and other costs that are incurred in connection with maintaining and perfecting such priority and security interest. To the extent permitted by law, Customer waives the requirement of being provided with a copy of any financing or verification statement or renewal thereof. While any Products are unpaid, Customer will not sell, secrete, mortgage, assign, transfer, lease, sublet, loan, part with possession of, or encumber its interest in all Products sold, or any interest therein, or permit any liens or charges to become effective thereon.

6. Inspection of Goods

- a. Customer shall inspect all Products received from SELLER immediately on delivery at destination to ensure the Products are complete and free from defects. Any damage, defect, incorrect or incomplete delivery, or deviation from the Sales Confirmation, that is or would be visible before or after unpacking Products from the packing in which they are supplied by SELLER (any and all of the foregoing collectively Visible Damage) must be reported in writing to SELLER within seven (7) days of receipt of the Products (the Inspection Period). To the extent SELLER is not advised of any Visible Damage within the Inspection Period, Customer will be deemed to have unconditionally accepted the Products in all respects. Customer is not permitted to reject any delivery; instead Customer must accept delivery but may make such acceptance subject to any specific Visible Damage that the Customer describes in writing to SELLER prior to the end of the Inspection Period.
- b. If any Visible Damage is SELLER's responsibility and exists at the time of transfer of risk, SELLER shall within a commercially reasonable period of time either, at its exclusive option: (i) repair the defect; or (ii) deliver a replacement good or part to Customer.

7. Equipment Use

- a. During the period that SELLER retains a security interest in the Products, Customer agrees to:
 - i. use, operate, care for and maintain the Products in accordance with SELLER's operating manuals and instructions;
 - ii. not remove the Products from their original installation location;
 - iii. not to misuse or abuse the Products; and
 - iv. not to make any alterations, additions or improvements to the Products without prior written consent from SELLER.
- b. Customer also agrees to maintain insurance coverage for the Products in the amount of its full replacement value for all risks of loss and assume the entire risk of loss or damage to the Products from any cause from the date the Products are placed in the possession of the Customer until such time, if any, possession passes back to SELLER.

8. Installation

- a. If mutually agreed in writing, SELLER will install Products at the facility or location designated by Customer (Installation Services), provided that the facility or location has been properly prepared in accordance with SELLER's site preparation specifications and other requirements that have been provided to Customer, and on such other terms as are agreed (Installation Specifications).
- b. In addition to fulfilling and abiding by any Installation Specifications, Customer shall provide, at its expense, all necessary assistance to SELLER to enable the effective performance of the Installation Services. Such assistance shall include but not be limited to:
 - i. complying with all applicable laws and regulations prescribed by any relevant governmental authority, including (without limitation) all fire, health, safety, employment, labour, workplace safety and insurance and other applicable laws and regulations;
 - ii. providing SELLER, its employees, agents consultants and subcontractors with unrestricted and unfettered access to the Customer's facility, office accommodation and other facilities as reasonably required by

- SELLER to complete the Installation Services;
- iii. providing SELLER with such information and materials as SELLER may reasonably require to perform the Installation Services, including any risk assessment or other relevant information, and ensure that such information is accurate in all material respects;
 - iv. preparing Customer's facility for the Installation Services according to the Installation Specifications, including ensuring that the facility is at all times clean, orderly and free from debris, and ensure all health and safety issues are addressed;
 - v. obtaining and maintaining all necessary licenses, permissions and consents which may be required for the Installation Services before the date on which such services are to start;
 - vi. keeping and maintaining all materials, equipment, documents and other property of SELLER (Supplier Materials) at Customer's premises in safe custody at its own risk, maintain SELLER materials in good condition until returned to SELLER, and not disposing of or using the Supplier Materials other than in accordance with SELLER's written instructions or authorization; and
 - vii. complying with all reasonable directions and requests of SELLER and with SELLER's health and safety rules, and requiring its personnel to so comply. SELLER has the right to exclude Customer's personnel from the installation site who do not comply with such directions, requests or rules.
- c. SELLER shall be entitled to refuse to perform the Installation Services without liability or penalty if the Installation Specifications and/or the provisions of this section are not strictly complied with by Customer. If Customer is delayed in the provision of assistance, a reasonable extension of time shall be granted to SELLER, which shall not be less than a day-for-day extension of the installation schedule. Customer agrees to reimburse SELLER for all applicable costs or expenses incurred by SELLER arising from Customer's failure to prepare the facility for the Installation Services in accordance with this section.
- 9. Commissioning**
- a. SELLER will provide commissioning and start-up assistance (Commissioning Services), including:
 - i. the supervision of the first start-up of the Products; and
 - ii. the initial training of Customer's responsible staff regarding the use of the Products, regular surveillance of equipment and maintenance.
 - b. The Commissioning Services shall be documented by issuing a detailed protocol agreed upon by SELLER and Customer (Commissioning Confirmation). Signature of the Commissioning Confirmation by the Customer following the completion of the Commissioning Services shall indicate acceptance of the Installation Services.
- 10. Inspection of Installed Products**
- a. SELLER shall send a written notice to Customer at least [ten (10) business] days prior to when it believes that the Installation Services will be completed. The said notice shall set out the anticipated completion date and the dates when SELLER will be conducting the Commissioning Services. SELLER shall send Customer a further written notice (Completion Notice) when it believes that the Installation Services have been completed.
 - b. Customer shall make itself available at the dates and times specified by SELLER for the conduct of the Commissioning Services and signature of the Commissioning Confirmation. If the Customer fails to make itself available for the Commissioning Services, the Customer shall be deemed to have irrevocably accepted the Installation Services.
 - c. Within [ten (10) business] days after delivery of the Completion Notice and immediately following the completion of the Commissioning Services, Customer shall inspect the Products for the purpose of identifying any deficiencies for which SELLER may be responsible. If Customer determines that the Installation Services are deficient, Customer shall provide SELLER with a written notice containing the full details of the alleged deficiency (Inspection Notice). SELLER shall promptly investigate Customer's claim and shall, at its sole discretion and within [ten (10) business] days of the date of the Inspection Notice either: (i) provide information to Customer confirming that Installation Services are not deficient; or (ii) advise Customer of its planned corrective action. If SELLER determines that the Inspection Notice was given without cause, Customer shall reimburse SELLER for all applicable costs and expenses thereby occasioned to SELLER. If Customer fails to provide the Inspection Notice to SELLER within [ten (10) business] days after delivery of the Completion Notice, Customer shall be deemed to have irrevocably accepted the Installation Services as at the date of the Completion Notice.
 - d. Customer shall not be entitled to submit an Inspection Notice if the alleged deficiencies are minor in nature and do not affect Customer's ability to use the Products for its intended purpose, or if the alleged deficiency is as a result of the Customer's negligence.
 - e. Records of all inspection work by Customer shall be maintained by Customer and made available to SELLER for a period of [thirty-six (36) months] after the delivery of the Completion Notice.
- 11. No Warranties**
- SELLER PROVIDES NO WARRANTY WHATSOEVER IN RESPECT OF ITS PRODUCTS OR SERVICES. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THERE ARE NO WARRANTIES OF ANY KIND REGARDING SELLER'S PRODUCTS OR SERVICES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR COMPLIANCE WITH SAMPLES SHALL APPLY. SELLER DOES NOT WARRANT ANY GOODS OR SERVICES OF OTHERS, WHETHER DESIGNATED BY SELLER OR BY CUSTOMER.
- 12. SELLER-Approved Suppliers**
- SELLER shall not have any liability for the acts or omissions of SELLER-approved suppliers, repairers and others that Customer is required by these Terms to use. Customer shall ensure that its insurance provides full coverage for all such SELLER-approved parties.
- 13. Insurance**
- [NTD: have your insurance broker review]**
- Customer shall at all times at its expense maintain comprehensive general liability insurance that includes without limitation coverage for improper installation, damage or loss and/or injury to or death of persons, and builders risk construction insurance, for such amounts for each occurrence and in the aggregate as SELLER may require, but in any event for not less than \$3 million per occurrence and \$6 million in the aggregate. The policy must be with reputable insurers, will show SELLER as an additional insured and loss payee, will have deductibles not exceeding \$1,000 and will provide that coverage will not be reduced or terminated unless 30 days' prior written notice has been given to SELLER.
- 14. Limitation of Liability**
- a. SELLER'S LIABILITY WITH RESPECT TO ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY GOODS OR SERVICES COVERED BY OR FURNISHED UNDER THE AGREEMENT OR ANY EXTENSION OR EXPANSION THEREOF (INCLUDING REMEDIAL WARRANTY EFFORTS), SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE SPECIFIC GOOD THAT GIVES RISE TO THE CLAIM. ALL SUCH LIABILITY SHALL TERMINATE ON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED ABOVE.
 - b. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, ITS EMPLOYEES, AGENTS, SUPPLIERS AND AFFILIATES BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, BUSINESS INTERRUPTION COSTS, DOWNTIME COSTS, INJURY TO OR LOSS OF PERSON OR PROPERTY OR DEATH, OR CLAIMS OF CUSTOMERS OF CUSTOMER FOR SUCH DAMAGES OR LOSSES, AND CUSTOMER WILL INDEMNIFY SELLER, ITS EMPLOYEES, AGENTS, SUPPLIERS AND AFFILIATES AGAINST ANY SUCH CLAIMS FROM CUSTOMER'S CUSTOMERS. IF CUSTOMER RESELLS GOODS SOLD HEREUNDER TO ANY THIRD PARTY WHO IS NOT AN END USER OF SELLER'S GOODS, CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A COVENANT AFFORDING SELLER AND ITS SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.
- c. Any action or suit by Customer against SELLER relating to the Order Documentation must be brought within one (1) year of the date of Invoice.
- 15. Indemnity**
- To the fullest extent permitted by law, Customer agrees to indemnify, defend, protect, release and hold harmless SELLER and its affiliated companies, and their respective partners, successors, assigns, legal representatives, officers, directors, shareholders, agents and employees (collectively Indemnitee), from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and legal fees, for injury to or death of any person, or for loss or damage to any property (including without limitation, claims for pollution and environmental damage), and any civil or criminal fines or penalties, arising in favour of any third party or governmental agency or entity, or any Indemnitee and their employees' representatives and beneficiaries, in connection with or arising out of, directly or indirectly, or in any way incidental to the Order Documentation these Terms or, the performance of the Products provided by SELLER (collectively Liabilities). It is the intention of SELLER and Customer that such indemnity shall apply regardless of whether the Liabilities arise in whole or in part from the actual or alleged comparative, concurrent, active, passive, or contributory negligence of Indemnitee. This indemnity includes Customer's agreement to pay all costs and expenses of defence, including without limitation legal fees, incurred by any Indemnitee.
- 16. Intellectual Property**
- SELLER shall at all times retain all right, title and interest in its intellectual property related to any Products delivered by SELLER. SELLER shall retain ownership of all right, title and interest in those inventions, improvements, developments and discoveries that have application to the SELLER's business, it being the intention that SELLER not be precluded from creating and re-using advances in its own business.
- 17. Software**
- For SELLER Products which contain software, no title or ownership of software shall be transferred to Customer. The software component of the SELLER Products shall be licensed to Customer for Customer's own use of the Product. The software may not be disclosed in whole or in part to third parties, or duplicated in any form or medium except as necessary for program execution or archival storage. SELLER grants the Customer, and Customer accepts a limited, nonexclusive, non-transferable license to use SELLER software only in conjunction with its use of SELLER Products in accordance with SELLER operating instructions and these Terms including the use of SELLER consumables. The license granted to the Customer expires at such time Customer ceases using the SELLER Products in accordance with SELLER operating instructions or these Terms or in the case of annual license software, when Customer declines renewal of such software. In such cases, Customer agrees to grant SELLER the right to enter its facilities at reasonable times and after reasonable notice to remove the software.
- 18. Force Majeure**
- SELLER shall not be held liable or deemed in default if prevented from performing any of the obligations by reason of fire, flood, drought, act of God, war, riot, strike, lockout, act of civil or military authority, embargo, material shortages, or governmental orders which in any way interfere with the purchase or manufacture or flow of the necessary material or products required to manufacture or fabricate the Products. SELLER shall be entitled to terminate its supply commitment immediately without liability to Customer if SELLER's performance is prohibited by applicable law.
- 19. Assignment**
- Customer shall not assign, sublicense or subcontract any of its obligations under this agreement. Voting control of Customer shall remain as follows:
- [insert controlling shareholder's full name and address]
- during the term of this agreement. SELLER may assign this agreement in its sole discretion, and shall notify Customer of such assignment within 30 days thereof. Subject to the preceding two sentences this agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.
- 20. Inconsistency**
- In the event of any inconsistency between or ambiguity in the provisions of any other document and these Terms, these Terms shall prevail unless specifically otherwise agreed on in a written agreement signed by an authorized signing officer of SELLER or of SELLER's duly authorized representative. SELLER shall not be bound by any Terms and conditions affixed to Customer's Order Documentation or other procurement documents that are in addition to or inconsistent with these Terms. Neither commencement of performance nor delivery by SELLER shall be deemed or constituted as acceptance of Customer's additional or conflicting Terms and conditions.
- 21. Notice**
- Any notice, approval, consent, waiver, or other communication to be given hereunder (Notice) shall be in writing and shall be deemed to be sufficiently given if mailed in Canada by registered mail (return receipt requested), postage prepaid, and addressed to the other party at the address below or such other address of which either party may have given notice as provided in this sentence, and any such Notice, mailed as aforesaid, shall be deemed to have been given and received on the fifth business day following the date of mailing. Any Notice or such other matter may also be given by fax or by any other electronic means (including but not limited to e-mail or PDF attachment permitting signatures or true copies thereof to be viewed), and shall be deemed to have been received on the next business day following confirmation by the sender's transmission device of complete and error-free transmission.
- 22. Entire Agreement**
- These Terms and any document relating thereto including the Order Documentation contain the entire agreement between the Customer and SELLER and shall not be altered or amended except by written instrument signed by both parties.
- 23. Applicable Law and Jurisdiction**
- These Terms and any document relating thereto shall be governed by and interpreted according to the laws of the Province of Ontario and applicable federal laws of Canada, without giving effect to conflicts of laws rules and the provisions of the United Nations Convention for the International Sale of goods. Both parties hereby expressly and irrevocably attach to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising out of or in connection with these Terms.