

GENERAL TERMS AND CONDITIONS OF SALE OF MAX AICHER (NORTH AMERICA) LIMITED

These General Terms and Conditions of Sale ("Conditions") shall apply to and form part of any contract for the supply of goods, products and materials and, if any, related services ("Goods") by Max Aicher (North America) Limited ("MANA") to the Purchaser.

1. Language

1. MANA and the Purchaser confirm that it is their wish that these Conditions and the contract made between the Purchaser and MANA, as well as any other documents relating to this contract, have been and shall be drawn up in the English language only. *MANA et le Acquéreur déclarent leur volonté que la présente convention et le traité concluré entre le Acquéreur et MANA, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*
2. If these Conditions or the contract are nevertheless translated into any other language, then the English language version of these documents will control in the event of any disagreement over any such translation.

2. Exclusive Conditions, Acceptance and Modification

1. These Conditions constitute the complete, exclusive and fully integrated statement of terms and conditions between the Purchaser and MANA with regard to the matters contained herein.
2. The Purchaser's placement of an order or release for, or taking delivery of, any product of MANA shall constitute acceptance of MANA's offer under these Conditions and MANA hereby objects to and rejects any and all additional or different terms proposed by the Purchaser, whether contained in the Purchaser's purchase orders, production releases or shipping release forms, or related correspondence or any other documents including emails. All proposals, quotes, request for quotes, purchase orders, negotiations, representations and other communications, if any, made prior and with reference hereto are merged herein.
3. No terms or conditions (whether consistent or inconsistent) other than those stated herein and no agreement or understanding, oral or written, in any way purporting to modify these Conditions, shall be binding on MANA unless expressly agreed upon in writing by authorized representatives of both MANA and the Purchaser. In the event of a conflict between these Conditions and any purchase order (or other document expressly made a part of the contract made between the Purchaser and MANA) signed by both parties, the terms of the signed document shall prevail.
4. These Conditions shall also govern all future transactions between MANA and the Purchaser.
5. The provisions of these Conditions extend to standard contract conditions which are used in a contract with a Purchaser in the course of business only. "**Purchaser**" ("*Acquéreur*") means a person, being an incorporated or unincorporated, including individually owned, business or a legal entity or other separate body under public law, who acquires Goods from MANA.

3. Quotations, Orders and Contracts

1. All quotations are made and all orders for Goods are accepted by MANA on and subject to the Conditions and any special terms and conditions which are agreed to by MANA in writing.
2. MANA may withdraw, revoke or vary a written quotation at any time prior to the Purchaser submitting an order which accepts the offer to sell comprised by the written quotation.
3. MANA reserves the right to accept or decline, in whole or in part, any order for Goods placed by a Purchaser.
4. The agreement to supply Goods to the Purchaser starts on the date MANA agrees to supply the Goods to the Purchaser. This may not be the date the order is received by MANA.

4. Price

1. The price of Goods will be MANA's current price at the time of delivery (or where clause 6.3(d) applies, the current price at the date of the invoice), subject to any contrary agreement (if any) between MANA and the Purchaser regarding price.
2. Prices are ex works except as otherwise expressly agreed upon.
3. The price of Goods specified by MANA in any quotation:
 - (a) will remain subject to change, unless otherwise specified;and
4. Unless otherwise indicated, all prices for Goods are exclusive of all applicable taxes and charges. The Purchaser shall be liable for all excise, sales, goods and services, value added or any other tax, charge or government impost (domestic or foreign) upon the Goods or any part of the Goods, or upon the manufacture, use sale or delivery of the Goods in addition to the purchase price. Where Goods are subject to a tax payable on taxable supplies, the Customer must pay this tax at the same time as payment for Goods is made.

(b) is subject to any other conditions specified in the quotation.

5. Unless otherwise agreed, prices do not include the cost of delivery of Goods, including but not limited to costs incurred by MANA arising out of late notification by the Purchaser of a change to agreed delivery schedule, storage charges where Goods are not collected immediately upon being made available and demurrage costs incurred by MANA.
6. Unless otherwise requested by the Purchaser in writing, prices quoted provide for MANA's standard packing arrangements.

5. Payment

1. Unless MANA grants credit to the Purchaser and subject to MANA's right to withdraw credit, payment for Goods purchased from MANA must be made by the Purchaser at par in immediately available funds in Canadian currency on or immediately prior to delivery of the Goods.
2. Where the Purchaser has an approved credit account with MANA, the Purchaser shall ensure that payment for the Goods is made to MANA in accordance with the terms agreed between MANA and the Purchaser. All payments are required to be made by the Purchaser by no later than 30 days after the date of MANA's invoice or such other date for payment as MANA and the Purchaser agree in writing.
3. MANA reserves the right to charge interest on any amount overdue from the date it became due to the date payment is received at the maximum rate permitted by law or the Prime Rate in effect by the Royal Bank of Canada (or any successor institution) on the first day of the month such amounts first become past due plus 5%, whichever is less. All payments made by the Purchaser will first be applied to the accrued interest.
4. MANA may set off any amount owed by the Purchaser to MANA against any amount of money owed, or may become owing, by MANA to the Purchaser or its affiliates. "**Affiliate**" means an incorporated or unincorporated person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the Purchaser. The Purchaser waives any right to set off any amount that is, or may become, owing by the Purchaser to MANA against any amount owing by MANA to the Purchaser except as the Purchaser's counterclaim is undisputed or recognized in a legally binding, final judgement.
5. Payment shall be effected by inter-bank payment transaction only; no cheque or bill of exchange will be considered as fulfilment of the payment obligation. Payments made by credit card may be subject to a surcharge.
6. It may be agreed that the Purchaser has to deliver a letter of credit issued by its bank (or any bank acceptable to MANA). In this individual case it is assumed that any letter of credit will be issued in accordance with the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600.

6. Default by Purchaser

1. Where the Purchaser is in default in the performance of any of its obligations under these Conditions, MANA may refuse, without prejudice to any other rights it may have under these Conditions or at law, to supply or deliver further Goods to the Purchaser under the contract and / or any other contract between the Purchaser and MANA until such time as the Purchaser has remedied that default, and / or may choose to terminate the contract.
2. If MANA reasonably believes that the Purchaser is, or may become, unable to perform its obligations hereunder, MANA may require that the Purchaser shall provide MANA with security for, or other assurance of, performance, in either case acceptable to MANA, acting reasonably.
3. If the Purchaser commences to be wound up or is placed under official management or into liquidation or has a receiver and/or manager appointed in respect of any of its assets or becomes insolvent, commits any act of bankruptcy or becomes subject to any other analogous event, MANA may at its option exercise any or all of the following rights in addition to any other
4. All costs incurred by MANA relating to any action taken by MANA to recover monies due from the Purchaser (including, without limitation, legal or other debt collection costs) shall be payable by the Purchaser on demand.
5. The Purchaser represents and warrants, in connection with the transactions contemplated by the contract made between the Purchaser and MANA, and any other agreement contemplated by or entered into pursuant to this contract, that it shall take no action, directly or indirectly, that would constitute a violation of the Corruption of Foreign Public Officials Act (Canada) or the United States Foreign Corrupt Practices Act, or any other applicable anti-bribery or anti-corruption law, convention or regulation (collectively, 'anti-corruption laws'). The Purchaser acknowledges and confirms that it and its officers, directors, employees, agents, contractors, designees and/or any other party acting on its behalf (collectively, "**Related Parties**") are familiar with the provisions of the anti-corruption laws. The Purchaser hereby agrees to indemnify, defend and hold harmless MANA and its employees from and against any and all

rights it may have under these Conditions or at law:

- (a) suspend deliveries of further Goods to the Purchaser whether under this contract or otherwise;
- (b) terminate the contract in relation to Goods that have not been delivered;
- (c) withdraw any credit facilities which may have been extended to the Purchaser and require immediate payment of all moneys owed to MANA by the Purchaser;
- (d) issue an invoice for, and demand immediate payment of, Goods ordered by the Purchaser but not delivered.

claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by the Purchaser or any of its Related Parties of this paragraph. MANA reserves the right to terminate this contract in its entirety, without liability to the Purchaser, if MANA has a good faith basis for believing the Purchaser or any of its Related Parties has violated or intends to violate this paragraph.

7. Specifications, Materials or Special Orders

1. All descriptions, specifications, illustrations, drawings, data, dimensions and weights contained in catalogues, price lists or other advertising matter of MANA or elsewhere are approximations only. They are intended by MANA to be a general description for information and identification purposes and do not create a sale by description. MANA reserves the right to make any changes in the specification of the goods which are required to conform to any applicable statutory requirements or, where the goods are to be supplied to the Purchaser's specification, which do not materially affect their quality or performance. MANA reserves the right to improve or modify any of the Goods without prior notice, provided that such improvement or modification shall not affect the form and function of the Goods.
2. MANA shall not be bound to accept any change in product dimension, materials or finish, a reduction in the quantity ordered or other particulars of an order for Goods after MANA has ordered special materials or commenced tooling for manufacture.
3. Unless otherwise stated on a quotation, Goods will be supplied by MANA within the tolerances in regard to quantity, weight, dimension and chemical composition as specified in the relevant order or, if not specified, as consistent with usual industry practice. Except in the particulars specified by the Purchaser and expressly agreed to in a writing signed by MANA, the Goods furnished hereunder shall be produced in accordance with MANA's standard practices. All Goods, however, including those produced to meet an exact specification, shall be subject to MANA's mill tolerances and variations consistent with good mill practice in respect to: (a) dimension, weight, straightness, section, composition and mechanical and/or physical properties; (b) normal variations in surface and internal conditions and in quality; (c) deviations from tolerances and variations consistent with practical testing and inspection methods; and (d) regular mill practice on over and under shipment. Where the total mass or length of any item supplied includes a fraction of a tonne, the Purchaser must pay for that fraction on a pro rata basis.
4. The Purchaser shall be responsible for MANA for ensuring the accuracy of the terms of any order submitted by the Purchaser, and for giving MANA any necessary cooperation like information and shipping instructions relating to the Goods within a sufficient time to enable MANA to perform the contract in
5. Where MANA is required to order special material or qualities for which a supplier of MANA requests minimum order quantities, the Purchaser may be requested to accept an increase of the minimum quantity required to be ordered by MANA to fulfil the order and if so requested the Purchaser shall be obliged to accept and pay for such increase. The price for the additional product shall be determined according to the unit price for the products included in the order.
6. If MANA is required to process the Purchaser's goods or materials then MANA does not give any warranty or assurance that materials supplied by the Purchaser are suitable for such processing. MANA accepts no responsibility and shall not in any way be liable to the Purchaser for any damage done or caused to such materials or goods.
7. Notwithstanding any other provision of these Conditions, it is a term of the contract made between MANA and the Purchaser that MANA has discretion to refuse to supply Goods to the Purchaser (without liability to the Purchaser) where:
 - (a) Goods are unavailable or insufficient for any reason whatsoever;
 - (b) the Purchaser has failed to comply with terms on which MANA has agreed to provide credit to the Purchaser;
 - (c) the Purchaser or a Related Party or an Affiliate of it has breached a contract with MANA including these Conditions.
8. The Purchaser agrees that it does not rely on the skill or judgement of MANA in relation to the suitability of any of the Goods for a particular purpose unless it has indicated that purpose in writing to MANA and MANA has acknowledged in writing that the Goods will be fit for the particular purpose.
9. MANA shall have no responsibility for meeting the Purchaser's country-of-origin product content requirements (if any) unless MANA is apprised in writing of such requirements at the time the Purchaser places its order with MANA, or in the case of standing orders, at or before the latest time the Purchaser may issue a release in accordance with MANA's production scheduling requirements.

accordance with its terms.

8. Delivery and Risk

1. Unless otherwise agreed, MANA shall deliver Goods to the Purchaser as follows:
Where the Purchaser attends MANA's premises to acquire the Goods, MANA may, in its absolute discretion:
 - (a) deliver the Goods into or onto the Purchaser's vehicle in which case risk in the Goods passes to the Purchaser and delivery is effected when the Goods are set down in or on the Purchaser's vehicle; or
 - (b) deliver the Goods by setting them down alongside the Purchaser's vehicle in which case risk in the Goods passes to the Purchaser and delivery is effected when the Goods are set down alongside the Purchaser's vehicle notwithstanding that MANA's staff may, on request, assist the Purchaser to load the Goods into or onto the Purchaser's vehicle.
2. Goods ordered for collection will be held for a maximum period of 14 Business Days after the specific collection date. "**Business Day**" means Monday to Friday (inclusive) excluding public holidays at the place of delivery. If the Goods are not collected by that time, they may be delivered to (at MANA's option) the Purchaser's site or store or to a store selected by MANA and all costs (including but not limited to these of an reasonable insurance) incurred by MANA in relation to the holding and delivery of the Goods shall be charged to and be paid by the Purchaser. The Purchaser shall nevertheless make any payment conditional on delivery as if the Goods had been delivered.
3. Where the Purchaser of Goods is in default as regards taking delivery, MANA is furthermore authorised after prior warning to have the Goods sold at public auction; it may, if the Goods have an exchange or market price, following prior warning, also effect sale on the open market at the current price through a broker officially authorised for such sales or through a public auctioneer. MANA shall inform the Purchaser in a reasonable manner. The self-help sale is made for the account of the defaulting Purchaser.
4. The Goods are at the Purchaser's risk from the time at which they are delivered to the Purchaser or its nominee. In particular risk of damage to or loss of the Goods shall pass to the Purchaser as follows:
 - (a) in the case of Goods to be delivered at MANA's premises („ex works“, Incoterms® 2010) at that time when MANA notifies the Purchaser that the Goods are available for collection;
 - (b) in the case of Goods to be delivered otherwise than at MANA's premises, at the time of delivery or, if the Purchaser wrongfully fails to take delivery of the Goods, the time when MANA has tendered delivery of the Goods;
 - (c) if shipment of the Goods is agreed upon the risk of loss or damage to the Goods passes to the Purchaser upon dispatch.
5. Handling Safety – MANA product may be sharp and heavy. It is recommended that heavy-duty cut resistant gloves and appropriate manual handling techniques or a lifting plan be used when handling material.
6. Dates and times quoted for delivery are estimates only. Except with respect to payment of amounts due by the Purchaser to MANA hereunder time is not of the essence hereunder.
7. MANA shall not be obliged to complete any order in one delivery and expressly reserves the right to deliver by instalments. Where MANA delivers by instalments each instalment shall be deemed to be sold to the Purchaser under a separate contract. Failure to deliver any one instalment by the time quoted for delivery of that instalment (if any) shall not entitle the Purchaser to repudiate the order.
8. No defect or claim in respect of Goods delivered shall entitle the Purchaser to reject delivery of other Goods, which are not subject to any defect or claim, delivered as part of the order.
9. If MANA is prevented either directly or indirectly from performing any of its obligations under these Conditions, including without limitation, making a delivery of the Goods or any part of the Goods by reason of Force Majeure it shall be entitled, at its option, by notice to the Purchaser, either to:
 - (a) extend the time for delivery of the Goods for a reasonable period; or
 - (b) subject to refunding the Purchaser for any payment already made to MANA in respect of those particular Goods (if any), terminate this contract, and the Purchaser shall not have any claim against MANA for damages or any other remedy for breach of contract. "**Force Majeure**" shall mean an act of God, war, fire, strike, lockout, trade or industrial disputes, government interference, lack of production capacity or raw materials, transport delays, accidents, breakdown of plant or machinery, non-delivery or shortage of supplies or any other cause beyond MANA's control. However, the obligation of the Purchaser to pay for Goods delivered is never suspended or delayed.
10. In addition, if due to a Force Majeure event or any other cause, MANA is unable to produce sufficient goods to meet all demands from customers, MANA shall have the right to allocate production among its customers in any manner which MANA may determine, acting reasonably.

9. Retention of Title

1. The Purchaser agrees that legal and equitable title to
2. If the Purchaser is in breach of these Conditions

the Goods is retained by MANA until MANA receives payment in full from the Purchaser for the Goods and all other monies owing by the Purchaser to MANA at any time. Prior to title in the Goods passing to the Purchaser, the Purchaser:

- (a) must hold the Goods as bailee and fiduciary agent of MANA;
- (b) where the Purchaser processes the Goods, either by using the Goods to manufacture other goods or by incorporating the Goods in or with any other goods, must hold such part of the new goods ("Processed Goods") on trust for MANA as bailee and fiduciary agent of MANA;
- (c) must store the Goods and such part of the Processed Goods separate from its own goods and those of any other third party so that they are readily identifiable as the property of MANA;
- (d) must keep the Goods in good and merchantable condition and fully insure the Goods against loss or damage however caused;
- (e) must not sell the Goods except with the prior written consent of MANA or in the ordinary course of the Purchaser's business, provided that any such sale is at arms' length and on market terms;
- (f) any proceeds of re-sale, insofar as they relate to the Goods shall be held on trust for MANA in a separate account; and
- (g) must not create any encumbrance over the Goods which is inconsistent with MANA's title and ownership of the Goods.

including, without limitation, failure by the Purchaser to make payment for the Goods by the date specified by MANA to the Purchaser or in MANA's reasonable opinion the payment of any amount in respect of the Goods supplied by MANA is in jeopardy, the Purchaser must return the Goods to MANA immediately on demand.

3. If the Purchaser does not return the Goods to MANA on demand under clause 2, the Purchaser irrevocably authorises representatives of MANA to enter upon any site where the Goods are located to take possession of the Goods without prior notice, and the Purchaser indemnifies MANA for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of any and all prosecution, actions, demands, claims or proceedings brought by or against MANA in connection with the retaking possession of the Goods or the exercise by MANA of its rights under this clause, and the Purchaser shall repay all such fees, costs, losses, damages, expenses or any other sums of money on demand.

10. Damage, Inaccuracies and Defects

1. The Purchaser shall conduct a timely inspection of all Goods upon receipt or within a commercially reasonable time and manner, generally not to exceed 14 Business Days from such receipt and, if a defect, inaccuracy or damage becomes apparent, shall notify MANA in writing of any inaccuracies or short supply of Goods or any fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract made pursuant to these Conditions promptly.
2. If the Purchaser does not notify MANA according to clause 1, the Goods are deemed approved as conforming to the terms of a contract made pursuant to these Conditions, and MANA will not be responsible for any loss or damage whatsoever and howsoever caused arising out of or resulting from such inaccuracies or short supply of Goods, or fault, damage or defect in Goods or failure of Goods to comply with the terms of a contract, unless there is a defect, inaccuracy or damage which was not perceptible during the inspection. Where such a nonconformity respecting the Goods becomes apparent at a later time, notice must be given promptly following the discovery; otherwise the Goods are deemed approved, also with regard to this defect, inaccuracy or damage.
3. If the Purchaser notifies MANA according to clause 1 or 2 then MANA will, if in its opinion, the Purchaser's notice is reasonable and the Purchaser has not used the Goods, at MANA's option, repair or replace the Goods that appear to be faulty, damaged or defective or not in compliance with the terms of a contract made pursuant to these Conditions and MANA shall have no additional liability to the Purchaser. The Purchaser shall set aside, protect, and hold such Goods notified as non-conforming without further processing until MANA has an opportunity to inspect and advise of the disposition, if any, to be made of such Goods. In no event shall any Goods be returned, reworked, or scrapped by the Purchaser without the express written authorization of MANA.
4. Any queries regarding items shown on invoices issued by MANA shall be lodged by the Purchaser with MANA within 7 days of the issue date of the relevant invoice.
5. Goods are not damaged or defective by reason only of the presence of rust or millscale.
6. Where mill inspection is made by the Purchaser, the Purchaser's inspector shall be deemed the agent of the Purchaser with authority to waive specified tests and details of test procedure and to accept Goods as conforming to this contract with respect to all characteristics of such Goods for which such inspection is made.

11. Equipment

All roll tooling, shears, lifting and associated equipment which MANA makes or obtains to produce the Goods, shall, unless otherwise expressly agreed by MANA, be and remain the property of MANA and any payment made with respect to them

shall be deemed to be a charge in respect of their use. These and any other special tools, jigs, fixtures and patterns acquired or supplied by MANA for the fulfilment of the order are the property of MANA and are not to be used without its authority.

12. Warranties, Liabilities and Indemnities

1. MANA warrants that the Goods furnished hereunder will, subject to the reservations and variations contemplated by Section 7 of these Conditions, be furnished in accordance with the specifications set forth or incorporated by express reference on the face of any offer, acceptance or order acknowledgement (as the case may be) issued by MANA that incorporates these Conditions by reference.
 2. MANA acknowledges that consumer legislation contains certain guarantees for the supply of goods or services that cannot be excluded, restricted or modified by these Conditions as well as liability for culpable damage of life, body or health. Nothing in these Conditions is intended to exclude or restrict the application of such laws.
 3. Subject to the rights of consumers and the provisions of applicable law in case of culpable injury to any person set out in clause 2:
 - (a) MANA shall not be responsible for the consequence of any representation made or technical advice given by its employees, agents or sub-contractors in connection with the design, installation and use of the Goods, and the Purchaser agrees that all such advice is accepted by the Purchaser entirely at the Purchaser's risk;
 - (b) or as otherwise expressly specified in the terms of any applicable written warranty provided by MANA, MANA's liability to the Purchaser (whether arising under statute, contract, tort (including negligence but except for willful misconduct), equity or otherwise) for any defect in the Goods, or the supply of the Goods, is limited, at MANA's option, to:
 - (i) in the case of Goods, the repair of the Goods, the replacement of the Goods or paying for the cost of repair or replacement of the Goods or repaying the price paid for such Goods plus any transportation charges paid by the Purchaser in addition to such price and less any scrap value realized by the Purchaser for such Goods; or
 - (ii) in the case of services, the resupply of services or paying for the cost of resupplying the services;
 - (iii) in the case of a negligent violation of a duty essential to the contract MANA's liability for damages shall be limited to the typically predictable damage;
 - (c) and also subject to clause 3(b), MANA is not liable to the Purchaser or anyone else in connection with the Goods or the supply of the Goods or with these Conditions (including any changes to the Conditions), including without limitation for:
 - (i) any losses, costs, damages, expenses, claims, demands, actions, suits or proceedings (including without limitation for damage to the Goods) arising from:
 - (A) the loading, unloading or delivery of the Goods;
 - (B) a failure to deliver, or delay in delivering, the Goods;
 - (C) a failure to install the Goods in accordance with MANA's recommended fixing procedures as published from time to time;
 - (D) the removal of defective Goods or the installation of replacement Goods; or
 - (E) the use of any tool or equipment loaned or hired out by MANA;
 - (ii) any direct, indirect or consequential loss or damage, any loss of actual or anticipated savings, opportunity, revenue, profit or goodwill, or other economic loss; and
 - (iii) any claim, action or proceeding by a third party against the Purchaser (or any loss, damages or liability incurred or suffered by the Purchaser as a result of any such claim, action or proceeding); and
 - (d) the Purchaser indemnifies MANA from and against all losses, damages, costs and expenses suffered or incurred by MANA, and all claims, demands, suits, actions or proceedings made or brought against MANA, arising out of:
 - (i) MANA's use of or reliance on any materials, design, drawing or specification provided to MANA by the Purchaser (including any allegation or claim that any such use or reliance by MANA infringes the intellectual property rights of any person);
 - (ii) any loss or damage caused by or during the processing of materials supplied to MANA by the Purchaser; or
 - (iii) any loss or damage caused by any tool or equipment, or the use of any tool or equipment, hired out by MANA to the Purchaser;
 - (e) no claims of any nature, whether based on contract or otherwise, may be brought against MANA more than twelve (12) months after the delivery of the Goods to the Purchaser.
4. Notwithstanding anything to the contrary, no representation or warranty whatsoever is provided with respect to any Goods sold on an 'as is' basis or with respect to material commonly known as 'nonprime', 'secondary' or 'declassified' materials.

13. Export of Goods Sold

1. Any sale made under a contract between MANA and the Purchaser shall at all times be in strict conformity with
3. The Purchaser hereby agrees to indemnify, defend and hold harmless MANA and its employees from and

all relevant export control laws and regulations. The Purchaser will not make any disposition by way of trans-shipment, re-export, diversion or otherwise of the Goods, except as such laws and regulations may expressly permit (with the Purchaser bearing full responsibility for obtaining any required export licenses or other permits), and no such disposition or transfer will be made other than to the ultimate country of destination specified in the contract.

2. The Purchaser will furnish, upon request, proof that the Goods have been entered, and will remain in, the specified destination country.

against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by the Purchaser or its agents of this paragraph. MANA reserves the right to suspend or cancel any delivery of product to the Purchaser or cancel the contract in its entirety, without liability to the Purchaser, if MANA has a good faith basis for believing the Purchaser or its agent has violated or intends to violate this paragraph.

4. MANA reserves to itself the right to drawback of duty paid on materials used in the manufacture of the Goods sold hereunder. The Purchaser agrees to furnish MANA proof of exportation, as well as any other necessary documents, and to cooperate with MANA to facilitate the collection of such drawback.

14. Miscellaneous

1. These Conditions set out the entire agreement between the parties in relation to their subject matter. Notwithstanding this any provision mandatorily required by any applicable law or regulation to be included in a contract of this type shall be deemed to be incorporated herein.
2. The agreement between MANA and the Purchaser shall be governed by the laws of Ontario, Canada, exclusive of its conflicts of laws rules and of any principles therein that would require the application of The United Nations Convention on Contracts for the International Sale of Goods ('CISG'). CISG shall not apply to this or any other agreement between the parties. MANA and the Purchaser each irrevocably agrees that any legal proceeding seeking the enforcement or interpretation of these Conditions and / or the contract made between the Purchaser and MANA may be brought in the courts located in Toronto, Ontario, Canada. Each Party hereby irrevocably submits itself to the jurisdiction of any such courts, and waives any objection it may now or hereafter have to the placing of venue in any such courts and any right to remove any such action or proceeding to another court.
3. Nothing in these Conditions shall constitute MANA as a subcontractor of the Purchaser. MANA's obligations are limited to those of a material supplier.

4. A party waives a right under these Conditions only if it does so in writing. A party does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Conditions does not operate as a waiver of another breach of the same term or any other term.
5. If a provision in these Conditions is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or unenforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Conditions. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
6. MANA may assign or otherwise deal with the benefit of any contract made pursuant to these Conditions without the consent of the Purchaser.
7. In the event the Purchaser is a reseller of MANA's products, the Purchaser shall at all times represent MANA and its products in good faith and in a professional manner and not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to MANA or MANA's products.

Issue Date: 1 August 2015