

ALBARRIE'S PURCHASING TERMS AND CONDITIONS

1. Definitions. “**Agreement**” means PO and this Agreement for Purchase of Goods and Services, together with any documents, attachments, drawings and specifications provided to Vendor. “**Albarrie**” means entity that issued PO; “**Applicable Laws**” means all federal, provincial and municipal statutes, regulations, codes, by-laws, orders in council, directives, rules, guidelines and ordinances applicable to this Agreement; “**Goods**” means any products, materials, components, parts, equipment, any tangible or intangible property ordered on the face of the PO; “**including**” means including without limitation; “**OHSA**” means *Occupational Health and Safety Act* (Ontario) and the regulations thereunder, each, as amended; “**PO**” means Purchase Order issued by Albarrie to Vendor. “**Representatives**” in respect of a party, means such party's directors, officers, employees, agents, contractors, successors, permitted assigns, and the party's affiliates, and all such affiliates' respective directors, officers, employees, agents and contractors; “**Services**” means any services ordered on the face of the PO; “**Vendor**” means supplier of Goods and/or service provider of Services and is the company or person to which/whom PO was issued; and Capitalized words have the meaning ascribed to them elsewhere in this Agreement.

2. Agreement. Vendor's acceptance of the PO shall create a legally binding contract between Albarrie and Vendor for the purchase of Goods or Services or both, as outlined in the attached PO, together with any changes to this PO, made in accordance with this Agreement, on terms of this Agreement to constitute the entire agreement between Albarrie and Vendor for the Goods or Services or both specified in the PO. Unless Albarrie and Vendor executed a separate written agreement, stating that this Agreement does not govern, this Agreement supersedes and replaces all prior agreements, whether in writing or verbal between Albarrie and Vendor for the Goods or Services or both referenced in the PO.

3. Delivery and Title.

3.1 The Vendor shall deliver the Goods in accordance with terms of the PO. Unless otherwise specified in the PO, all Goods shall be delivered duty paid (DDP), Incoterms 2020, to the destination named in the PO. Partial delivery of Goods must be approved in advance by Albarrie. The Vendor is solely responsible, at its sole expense, for all shipping arrangements and for all damage or loss resulting from transportation, faulty packing or handling of the Goods, except where PO terms define otherwise.

3.2 Title and risk to all Goods delivered to Albarrie shall be in accordance with the terms on the PO.

3.3 Time is of the essence in this Agreement. The Vendor shall deliver all Goods or perform all Services or both in accordance with the dates and times for performance and delivery specified in the PO. Albarrie shall have the right to take possession of and use any completed or partially completed portions notwithstanding any provisions expressed or implied to the contrary. The Vendor shall notify Albarrie immediately in writing of any delays and the reason(s) for the delay, which Albarrie may decline to accept in its sole and unfettered discretion.

3.4 Albarrie reserves the right, by delivery of notice to the Vendor to cancel the PO in whole or in part for the Vendor's failure to deliver on time or in the quantities or with the specifications described in the Agreement without further liability to the Vendor. The right to terminate the PO shall be in addition to any other rights and remedies of Albarrie.

3.5 In the event of any question, dispute, disagreement or difference of opinion between Albarrie and the Vendor relating to the quality or acceptability or rate of progress of any Goods or Services or relating to the interpretation of the specifications in the PO or the performance of this Agreement, the opinion of Albarrie or its authorized Representative shall govern and be binding on the parties hereto.

4. Packaging and Labeling of Goods.

4.1 The Vendor shall display the complete PO number prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packing slips and ensure that packing slips accompany all shipments.

4.2 The Vendor shall package and ship the Goods in accordance with the method of transportation, industry standards and in compliance with all Applicable Laws in all applicable jurisdictions.

4.3 The Vendor shall use all necessary protective measures to ensure safe delivery to Albarrie, prevent damage to the Goods during transportation and make sure the Goods arrive free of moisture, rain, rust, shock, blemish, dirt, corrosion or any other type of degradation according to characteristics and requirements of the Goods.

4.4 Goods shipped to Albarrie must be properly packaged and prepared for storage. Goods must be packed in containers according to industry best practices at no extra cost to Albarrie. Each container must indicate the following information: the name of shipper, name of receiver, container weight, total number of containers in shipment, brief description of contents, name and address of destination building as well as PO number. This is not an exhaustive listing, but a minimum requirement.

4.5 Material Safety Data Sheets (MSDS) and appropriate labels must accompany all hazardous Goods as defined under applicable hazardous products laws.

4.6 Packing slips must be in a waterproof envelope affixed to the outside of the container. If this is not possible, the container must bear a visible inscription stating PACKING SLIP INSIDE.

5. Electrical and Electronic Goods. All electrical or electronic Goods delivered or used in the course of performance of Services must have the Ontario Electrical Safety Code approval, be certified for the intended use in Canada by a certification organization accredited in Canada and conform to industry standards and all Applicable Laws and regulations.

6. Acceptance.

6.1 All Goods or Services or both will be subject to inspection and approval by Albarrie. The Vendor shall submit a certificate of analysis to Albarrie with each shipment and for each item or type of Goods shipped. Albarrie's payment for Goods or Services or both shall not be deemed an acceptance of the provided Goods or Services or both.

6.2 In the event that the Goods are delivered or Services are performed which are defective or not in conformity with the terms and conditions and specifications of this Agreement, Albarrie may, at its option and at Vendor's expense: (i) reject the Goods and Services and require the Vendor to immediately re-deliver the Goods or re-perform the Services or both; (ii) negotiate with the Vendor an agreeable reduction in the price of the delivered, non-conforming Goods or Services or both; (iii) rework, or cause to be reworked, the delivered, non-conforming Goods or Services or both, which expense shall constitute a proper set-off by Albarrie against amounts otherwise due to the Vendor under this Agreement or be immediately reimbursable by Vendor to Albarrie; or (iv) reject the Goods or Services or both and require a repayment of applicable amounts for such deliverables no later than 15 days after notice to Vendor.

6.3 In addition to remedies provided in Section 6.2, the Vendor agrees to bear the cost and to immediately reimburse and indemnify Albarrie for the cost of inspecting non-conforming or defective Goods or Services or both, including, costs of downtime or rework time at cost to Albarrie, the cost of lost materials as a direct result of the Vendor's quality or performance issue, labour, and all associated transportation charges.

6.4 In the event that agreed Incoterms would be other than 'DDP', Albarrie reserves the right to inspect the Goods at the Vendor's facility, during manufacturing, or in the ports or places of shipment. The Vendor shall cooperate and provide necessary free and unobstructed access to all facilities necessary for such inspections. Inspections prior to shipment shall not relieve Vendor of any of its obligations under this Agreement.

7. Invoice and Payment.

7.1 Unless Albarrie agrees in writing of a different method or payment, the Vendor will send all invoices by email or postal mail to the invoicing address indicated in the PO. Information on the invoice must match the information in the PO, including the Contract number (where applicable), description of the Goods or Services or both, value before any applicable fees or taxes and the amount of any such applicable fees or taxes. If an invoice does not match the PO or is missing information Albarrie will not pay the invoice and said invoice will be returned to the Vendor for correction without causing any penalty or liability to Albarrie.

7.2 Albarrie shall pay to the Vendor the amount of the invoice in Canadian funds, or in the currency indicated in the PO on the terms agreed on the PO, subject to the Vendor's performance of its obligations and Albarrie's acceptance that the Goods or Services or both are to its satisfaction.

7.3 Albarrie is not responsible for non-payment or late payment of invoices sent to an address other than the one indicated in the PO or for incorrect or incomplete invoices. Albarrie will calculate any applicable discounts from the date of the invoice.

7.4 For the Services to be performed, the amount on the face of the PO is a fixed purchase price, inclusive of the cost of all materials, labour, tools, equipment and ancillary work used for the provision of the Services. Albarrie shall reimburse Vendor only for expenses that have been pre-approved in writing by Albarrie.

8. Representations, Warranties and Covenants. The Vendor represents and warrants to Albarrie that: (i) it has the corporate power and authority to enter into this Agreement and to perform its obligations, and that this Agreement constitutes a legal, valid, and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms; (ii) the Vendor, after conducting due diligence, is not aware of any actions, suits or other legal proceedings which may affect its ability to perform this Agreement; (iii) it is the absolute beneficial owner of the Goods, with good and marketable title, free and clear of all liens, charges, encumbrances or rights of others and is exclusively entitled to possess and dispose of the Goods; (iv) the Services shall be performed by the Vendor in a professional, diligent and competent manner and shall meet or exceed those standards generally observed by reputable and competent members of the same industry providing similar services; (v) it is an expert, trained, equipped and capable in providing the Services and shall only use reliable, qualified and Competent Persons (as prescribed in the OHSA and the regulations thereunder) to perform the Services; (vi) it is in compliance with and has paid, and will continue to pay, all assessments and other amounts owing pursuant to the *Workplace Safety and Insurance Act, 1997* (Ontario) and the regulations thereunder; (vii) it is satisfied with the conditions under which the Goods will operate, and shall assume full responsibility for understanding the conditions of supply, operation, and service; (viii) it has requisite competence, knowledge, experience and skills to deliver Goods or perform Services or both in accordance with the delivery date, quantity, and scope of work as set out in the PO.

9. Goods and Services Warranty.

9.1 The Vendor warrants that all Goods sold will: (i) be in compliance with all Applicable Laws; (ii) be new – not used or refurbished; (iii) be free from defects in material and workmanship; (iv) will perform in accordance with the manufacturer’s written specifications and intended purpose for the product; and (v) meet or exceed Canadian Standards Association or American National Standards Institute approval (the “**Conformance Warranty**”). Conformance Warranty shall be for the longer of (i) the manufacturer’s warranty period; (ii) 12 months from the date of receipt and acceptance by Albarrie of the Goods; or (iii) the warranty period otherwise agreed to in writing by Albarrie and the Vendor (the “**Warranty Period**”).

9.2 The Vendor shall, during the Warranty Period, repair or replace defective Goods at no additional charge whatsoever.

9.3 The Vendor warrants that all Services shall be in compliance with all Applicable Laws and will conform to the specifications, drawings, samples, symbols or other

descriptions as specified in the PO and this Agreement and will be fit and sufficient for their intended purpose, merchantable and free from defects in material and workmanship.

9.4 Spare parts shall be kept available until at least five (5) years after the delivery of the Goods or the Services or both as applicable. The Vendor shall indemnify and hold harmless Albarrie for all claims made by the Vendor's subcontractors, third parties or any party related to a breach of these obligations of the Vendor.

9.5 For clarity, any and all costs incurred by Albarrie related to the Vendor's obligations under this Section 9 shall be the responsibility of the Vendor, including all costs of removal or reinstallation or performance of any related or other affected goods, including any costs related to material, labour or freight.

9.6 If the Vendor fails to promptly repair or replace or reperform defective Goods or Services or both and promptly cure the breach of any warranty, Albarrie may itself or retain another vendor to repair or replace or perform the Goods or Services or both and the Vendor shall be responsible for all costs incurred by Albarrie in repairing or replacing or performing such Goods or Services or both, including, material, labour and freight.

9.7 The Vendor shall notify Albarrie of any changes to the specifications or composition of the Goods or scope of Services or both immediately after such change and in any event no more than 5 Business Days after such change. If Albarrie determines in its sole discretion that such changes no longer meet Albarrie's requirements, Albarrie may, at its option: reject the Goods or Services or both and obtain a refund of any amounts paid for such Goods or Services or both or negotiate with the Vendor for the supply of alternative Goods or Services or both with specifications agreeable to Albarrie.

9.8 The Vendor shall not substitute any Goods or Services or both with substitute goods or services without the prior written consent of Albarrie. Any such approved substitutes will be at the sole cost to the Vendor and provided at an equivalent or lower price to that indicated in the PO for the Goods or Services or both.

9.9 The Vendor shall, to the fullest extent allowed under Applicable Law, perform all such acts and execute all such documents as may be necessary to assign all warranties as may be made available from the manufacturer or supplier of all or part of the Goods (the "**Manufacturer's Warranty**"). The assignment of any such Manufacturer's Warranty to Albarrie shall not relieve the Vendor of any of its obligations under this Agreement including the Vendor's obligations under this Section 9.

10. Intellectual Property.

10.1 Intellectual Property: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, Goods and Services, and other materials that are delivered to Albarrie under this Agreement or prepared by or on behalf of Vendor in the course of

performing the Services (collectively, the "**Deliverables**") shall be owned exclusively by Albarrie. Vendor agrees, and shall cause its employees (collectively, "**Vendor Personnel**") to agree, that all Deliverables are hereby deemed to be owned by the Albarrie. All writings or works of authorship, including, without limitation, program codes, documentation, and databases, produced or authored by Vendor in the course of performing services for Albarrie, together with any associated copyrights, are the exclusive property of Albarrie. Vendor hereby irrevocably assigns, and shall cause the Vendor Personnel to irrevocably assign to Albarrie, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Vendor shall cause Vendor Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Vendor Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to the Deliverables. Vendor shall give Albarrie or its designees all assistance reasonably required to perfect such rights.

10.2 Name and Logo: The use of Albarrie's name, logo, crest, emblem and any other of its official marks or domain name in a Vendor's official stationary, business cards, publications, advertisements, announcements, web site and in any other material of the Vendor requires Albarrie's prior written consent from a member of Albarrie's Board of Directors, which may be arbitrarily withheld.

11. Confidentiality. All non-public, confidential, or proprietary information of Albarrie ("**Confidential Information**"), including, specifications, samples, patterns, products, designs, trade secrets, plans, drawings, documents, data, business operations (including manufacturing operations), Albarrie lists of present and prospective customers, pricing and sales policies, discounts, or rebates, techniques, costs, and concepts, product development plans, customer surveys, and any other information relating to Albarrie's production, distribution and sales, any information related to Albarrie's financial position or records, disclosed by Albarrie to Vendor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Vendor in providing services, and whether or not marked, designated, or otherwise identified as "confidential", in connection with this Agreement is confidential, solely for Vendor's use in performing this Agreement and may not be disclosed or copied unless authorized by Albarrie in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Vendor's breach of this Agreement; (b) is obtained by Vendor on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; or (c) Vendor establishes by documentary evidence, was in Vendor's possession prior to Albarrie's disclosure hereunder; or (d) was or is independently developed by Vendor without using any Confidential Information. Upon Albarrie's request, Vendor shall promptly return all documents and other materials received from Albarrie. Vendor acknowledges that breach of confidentiality may not be entirely resolvable through a claim for monetary damages and Albarrie shall be entitled to injunctive relief for any violation of this Section 11.

12. Termination. Albarrie may at any time temporarily suspend the performance under the PO or terminate this Agreement, or any divisible part of the Agreement, for any reason by notice to the Vendor stating the effective date of the suspension or termination. In the event Albarrie terminates the Agreement or any divisible part of the Agreement, the extent of Albarrie's

liability to the Vendor is limited to payment, for all compliant Goods or Services or both supplied or performed and accepted by Albarrie in accordance with the Agreement up to and including the effective date of termination. This payment shall discharge Albarrie from all liability or obligation to the Vendor in connection with the Agreement or its termination.

13. Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, Vendor shall promptly: (a) deliver to Albarrie all documents, work product, and other materials, whether or not complete, prepared by or on behalf of the Vendor in the course of performing the Services; (b) return to Albarrie all Albarrie-owned property, equipment, or materials in its possession or control; (c) remove any Vendor-owned property, equipment, or materials located at Albarrie's locations; (d) deliver to Albarrie, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Albarrie's Confidential Information; (e) provide reasonable cooperation and assistance to Albarrie in transitioning the Services to an alternate Vendor; (f) on a pro rata basis, repay all fees and expenses paid in advance for any Services that have not been provided; (g) permanently erase all of Albarrie's Confidential Information from its computer systems; and (h) certify in writing to Albarrie that it has complied with the requirements of this Section 13.

14. Independent Contractor. It is understood and acknowledged that in providing the Services, Vendor acts in the capacity of an independent contractor and not as an employee or agent of Albarrie. Albarrie shall have the right to inspect the work of Vendor as it progresses solely for the purpose of determining whether the work is completed according to this Agreement. Vendor has no authority to commit, act for or on behalf of Albarrie, or to bind Albarrie to any obligation or liability. Albarrie shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for Vendor and Vendor's Personnel. Vendor is responsible for these withholding, remitting, and registration obligations, and shall indemnify Albarrie from and against any order, penalty, interest, taxes, or contributions that may be assessed against Albarrie due to failure or delay of the Vendor to make any such withholdings, remittances, or registration, or to file any information required by any law.

15. Albarrie is not Responsible. Notwithstanding any other provision in this Agreement, Albarrie shall not be responsible for and shall not have control or charge of any means, methods, techniques, sequences or procedures used for or in respect of the Services, or for the safety precautions or programs required for the Services or otherwise prescribed by this Agreement. Albarrie shall not be responsible for or have control or charge over the acts or omissions of the Vendor, its Representatives, subcontractors (if any) or their agents, employees or other persons performing any of the Services. For clarity, the Vendor is a "constructor" as defined in OHSA and shall carry all duties of constructor prescribed by OHSA.

16. Assignment and Subcontract. The Vendor shall not assign, subcontract or make any other disposition of this PO or of any of its rights, claims, liabilities or obligations under this Agreement without the prior written consent of Albarrie, which may be arbitrarily withheld. The Vendor agrees that assignment or any permitted subcontract shall contain a provision that states that the subcontractor or assignee shall honour, perform and observe the obligations under the Agreement, and that the terms of this Agreement shall form part of and be incorporated into the

assignment. In the instance of any conflict between the terms of a permitted assignment and this Agreement, the terms and conditions contained in this Agreement shall govern.

17. Personnel. The Vendor shall inform Albarrie of turnover of all personnel within its organization that are connected to the Goods or Services or both being provided by the Vendor to Albarrie in a timely fashion, but in no case longer than 5 Business Days from such effective termination, in order to allow Albarrie to make arrangements for its protection. Albarrie reserves the right, in its sole discretion, to refuse entry of any personnel of the Vendor and its Representatives, or require the Vendor to promptly replace such personnel with other personnel, satisfactory to Albarrie.

18. Health and Safety. The Vendor shall be responsible for: (i) managing the health and safety of its own personnel and other Representatives; (ii) ensuring compliance with all Applicable Laws related to health and safety, including the OSHA; and (iii) ensuring that its personnel and its Representatives are aware of any safety hazards involved in working in or around Albarrie's facilities and all Applicable Laws with respect thereto.

19. Flow Down. If Vendor is engaged as subcontractor, the Vendor binds itself to Albarrie in the same manner and to the same extent that Albarrie is bound and obligated to Owner under the Prime Contract or contract, including all addenda, modifications, and revisions. All rights which the Owner may exercise and enforce against Albarrie may be exercised and enforced by Albarrie against the Vendor and its Representatives, including, any claim for liquidated damages. The Vendor shall be required to do all things and be bound by all decisions, directives, interpretations, and rulings of the Owner, Architect or others, including but not limited to all decisions as to the scope of the Vendor's work to the same extent Albarrie is bound thereby. The Vendor acknowledges that it has had an opportunity to request a copy and to review any provisions contained in the Prime Contract or contract documents and that it is fully aware of all provisions contained in those documents that are applicable to or impact the Vendor's work, including, scope, schedules, drawings and specifications.

20. Indemnification. Vendor shall indemnify, defend, and hold harmless Albarrie and its Representatives (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees (on a solicitor and own client basis), fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers incurred by Indemnified Party (collectively, "**Losses**"), arising in any way out of the Vendor's acceptance of this Agreement due to any cause whatsoever; including, breach of any laws, warranties, regulations, or ordinances, active or passive negligence, breach of contract, or breach of duty of care on the part of the Vendor or its Representatives, as applicable. Vendor shall not enter into any settlement without Indemnified Party's prior written consent.

21. Insurance.

21.1 During the course of this Agreement and for a period of 3 years after complete performance of the Services, expiration or termination of this Agreement for any reason, Vendor shall, at its own expense, maintain and carry insurance in full force and effect with

financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits at a minimum of \$2,000,000.00 per occurrence and in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Vendor under this Agreement. If Vendor performs professional services where an error or omission could affect the design of the project or impact the quality of the Services, or where Seller will be professionally certifying a work product (drawings, plans, permit applications, etc.), professional liability insurance with limits at a minimum of \$2,000,000 per claim.

21.2 Vendor shall obtain and maintain all appropriate Workplace Safety and Insurance Board (WSIB) coverage, or its equivalent, in all applicable jurisdictions, covering its employees and claims for personal injury or death in connection with the Agreement and provide both WSIB and proof of registration and good standing to Albarrie upon request.

21.3 Upon Albarrie's request, Vendor shall provide Albarrie with a certificate of insurance from Vendor's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Albarrie as an additional insured. Vendor shall provide Albarrie with 30 days' advance written notice in the event of a cancellation or material change in Vendor's insurance policy. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Albarrie's insurers and the Indemnified Party.

21.4 Failure to provide certificate of insurance or WSIB clearance certificate upon request shall be deemed to be a fundamental breach of this Agreement.

22. Administrative Provisions.

22.1 Compliance with Law. Vendor is in compliance with and shall comply with all Applicable Laws, regulations, and ordinances, including; export control, environmental protection, health and safety, labour, and employment laws in all relevant jurisdictions.

22.2 Permits and Licencing. Vendor shall, at its expense, obtain and maintain in effect all the licences, certifications, designations, inspections and approvals, authorizations, consents, and permits that are necessary to carry out its obligations under this Agreement and as may be requested by Albarrie.

22.3 Albarrie Policies. The Vendor shall comply with applicable Albarrie Policies and Procedures ("**Policies**") in effect at time of acceptance of this Agreement, delivery of the Goods, or performance of the Services whichever is later. If the Vendor did not receive a copy of the applicable Policies, the Vendor shall make a written request to Albarrie for a copy of the applicable Policies.

22.4 Anti-Slavery and Human Trafficking. In performing its obligations under the Agreement, the Vendor shall: (i) comply with all applicable anti-slavery laws, statutes, regulations (and codes) from time to time in force, including, the *Fighting Against Forced Labour and Child Labour in Supply Chains Act* (S.C. 2023, c. 9) ("**Forced Labour Act**"); (ii) comply with Albarrie Code of Conduct as updated from time to time; (iii) include in its

contracts with its direct subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Section 22.4 and that each of its direct subcontractors and suppliers, utilized as part of its performance of this Agreement shall comply with the Albarrie Code of Conduct, and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force, including to the Forced Labour Act.

22.5 Further Assurances: Each of the parties hereto shall use commercially reasonable efforts to, from time to time at the request, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

22.6 Notices: Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement, (other than routine communications having no legal effect) (each, a "**Notice**") in writing and addressed to the other party at the addresses set forth on the face of the PO. Notices sent in accordance with this Section 22.6 will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); (b) upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment) or upon 2 business days upon sender's sending the Notice, whichever is earlier, if delivered by email.

22.7 Governing Law: This PO is construed and governed by the laws of the Province of Ontario and Applicable Laws of Canada exclusively. The United Nations Conventions on Contracts for the International Sale of Goods and any legislation enacted for same do not apply.

22.8 Dispute Resolution: Unless otherwise provided in the PO, in the event of any dispute arising between Albarrie and the Vendor under the PO, such dispute shall be referred, in the first instance, by written notice from either party to the other party requiring the dispute to be resolved between the parties ("**First Notice**"). If the dispute is not resolved to the mutual satisfaction of the parties within 15 business days following the receipt of the First Notice (or such longer period as parties may mutually agree in writing) the dispute shall then be referred to an arbitration hearing in accordance with the terms of the Arbitration Act (Ontario). The location of the Arbitration shall be Barrie, Ontario, Canada. In the event that the Vendor and Albarrie cannot mutually agree on the appointment of a single arbitrator, then Albarrie shall be entitled to select the sole arbitrator to determine the matter in dispute.

22.9 Amendment. The Agreement may be changed only by written agreement of Albarrie and the Vendor.

22.10 No Waiver. A waiver of any provisions of this Agreement shall not constitute either a waiver of any other provisions or a continuing waiver, unless otherwise expressly indicated in writing.

22.11 Severability. In the event that any of the provisions of this Agreement shall be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

22.12 Non-Exclusive Contract. It is expressly understood that the Agreement is non-exclusive with respect to the Vendor and Albarrie. Albarrie may contract with others for the procurement of the Goods or Services or both described in the PO in its sole discretion.

22.13 Limitation of Liability. Total aggregate liability of Albarrie under this Agreement for any claim under any theory of law shall not exceed amount paid or payable to the Vendor. Under no circumstances shall Albarrie be liable for consequential damages of any kind.

22.14 Enurement. These Terms and Conditions shall be binding upon the Vendor, its employees, agents, servants, contractors, substitutes, permitted assignees, successors and heirs.

23. Force Majeure. Albarrie may at any time, at its sole discretion declare a Force Majeure event upon the occurrence of any event beyond the control of Albarrie that shall impact the ability of Albarrie to operate its business in the normal course. Albarrie shall be relieved from all obligations under the PO, including any demands for payment until the passing of the Force Majeure event. Notwithstanding anything in this Agreement, the Vendor acknowledge that the right of Albarrie to declare a Force Majeure event shall be cumulative to any other right of Albarrie, and that the Vendor shall forebear any enforcement of its rights under the PO during the Force Majeure event.