

**A. CONTROLLING DOCUMENTS, THE CONTRACT.** These Standard Terms are incorporated and made part of the Contract, which consists of: (a) the contract document and/or purchase order or equipment purchase contract generated by Dryden (the purchase order and the equipment purchase contract are collectively referred to as the "PO") identifying the parties and containing key business terms (the "Contract Document"), (b) these Standard Terms, and (c) any other attachments identified in the Contract and/or PO document. Provisions of and attachments to the Contract or PO document will prevail over these Standard Terms to the extent any clear conflicts exist between or among them. The Contract Document, any PO and these Standard Terms (together with any attachments or specifications identified in the Contract Document or any PO) are collectively referred to as the "Contract". Supplier's quotation or proposal is not made a part of this Contract, but the PO may specify the nature and description of the products or services described in the Contract (the "Products/Services" or "Products" or "Services", as the case may be). By accepting this Contract, Supplier agrees that these Standard Terms are the only applicable terms and conditions. Without limiting the generality of the foregoing, Supplier expressly waives all terms and conditions contained in its quotation, acknowledgment, invoice or other documents which are different from or additional to those contained herein and all such different or additional terms and conditions are rejected and shall be null and void. Unless all parties specifically agree in writing, conflicting terms and conditions in any document generated by Supplier will be disregarded in favour of this Contract. **SUPPLIER MAY NOT CHANGE MATERIAL OF MANUFACTURE, SOURCES OF SUPPLY, MANUFACTURING PROCESS OR LOCATION WITHOUT THE PRIOR WRITTEN CONSENT OF DRYDEN.** Notwithstanding anything to the contrary, the Contract shall be deemed to have been duly accepted by the Supplier if the Supplier delivers or provides the Products/Services to Dryden and Dryden accepts such Products/Services in accordance with Section H below. Subject to Section C below, this Contract can only be amended by an instrument in writing signed by both parties.

**B. AVAILABILITY.** Supplier represents that it can timely provide the Products/Services in commercially reasonable quantities as specified by Dryden.

**C. CHANGES.** Dryden may, by written change order, request changes in specifications or drawings of, or increase or decrease the quantities of, Products/Services originally ordered. Dryden may also change delivery schedules or direct the temporary suspension of scheduled shipments. If any such changes require changes to design, fabrication methods, alters the amount due or delivery schedules, then Supplier must immediately notify Dryden in writing, so that Dryden can decide whether to proceed with the requested change and also so that Dryden and Supplier can mutually agree on revised costs and/or performance schedules. Any claim for revised costs and/or performance schedules shall be deemed waived by Supplier unless asserted in writing within five (5) days of receipt of the change order or other formal notification from Dryden. Supplier shall have no right to suspend or delay its performance under the Contract while Dryden is reviewing Supplier's request for revised costs and/or performance schedules, or if Dryden fails to approve any such requests. Supplier agrees that suspension of performance or delay by Supplier under such circumstances shall be considered a material breach of the Contract by Supplier.

**D. PRICING & SALES TAXES.** The price for the Products/Services will, unless otherwise expressly stated, be in Canadian currency, and be all inclusive of all costs and charges of any nature whatsoever, except for any applicable Canadian value added taxes and any shipping-related costs (including duties, broker's fees and freight of any kind) that are expressly described as being Dryden's responsibility on the PO pursuant to the applicable INCOTERM. Any such value added taxes and shipping-related costs shall be shown as separate items on invoices. All payments to Supplier shall be subject to holdback pursuant to applicable laws. Each application for payment shall conform to the requirements of the Contract and shall be supported by a statutory declaration in an industry-standard form and such supporting evidence and documentation as the Owner may require. Payments shall be made in accordance with the applicable provisions of the PO. If Supplier provides lower prices to any of its other customers buying equivalent or lesser quantities of Products/Services it will notify Dryden, lower the prices under this Contract to the lowest prices charged to such other customers, and issue a refund or credit for the difference between prices previously charged to Dryden and such lowest prices charged to such other customers.

**E. PAYMENT TERMS; AUDIT RIGHTS.** Dryden's obligation to pay invoices is conditional upon receipt of conforming Products/Services. Subject to the foregoing and unless provided otherwise in the Contract or applicable law, Dryden will pay within 40 days of receipt of a correct and accurate invoice. Supplier will maintain records and accounting procedures sufficient to support invoices consistent with the process control requirements of Section 404 of the Sarbanes-Oxley Act of 2002 (U.S.) and/or equivalent legislation applicable in Canada. Supplier's records pertaining to the performance of this Contract may be subject, after reasonable notice and during normal business hours, to inspection and audit by Dryden. Supplier will preserve and make available such records for two years from the later of the conclusion of the term or the final payment under the Contract.

**F. INSPECTION & DRAWINGS.** Dryden will be given a reasonable opportunity at any time or times and locations, including at Supplier's or subcontractor's facilities, to inspect Products/Services and work completed for physical damage, visible defect, packaging integrity problems, and shortage and Supplier shall provide Dryden with timely notice of such opportunities. Dryden may also advise Supplier at any time or times of any latent or hidden defects in Products/Services. If Products/Services do

not conform to the agreed specifications, or are otherwise defective, Dryden will notify Supplier and offer Supplier a reasonable opportunity to remedy (not to exceed 5 business days). Alternatively, Dryden may, at its sole election, return non-conforming Product or reject non-conforming Services to Supplier, at Supplier's expense, and receive a refund of the purchase price paid for such Product(s)/Services or, at Dryden's option, Dryden can offset the purchase price paid for such Products/Services against any amount owing to Supplier. If Dryden elects to return the Product or reject the Services, it will not be deemed to have waived any other remedies available at law or at equity. Dryden's inspection, including its review of drawings does not constitute approval and will not relieve Supplier of responsibility for compliance with all specifications, laws, codes or regulations as applicable in performing this Contract.

**G. RIGHT TO REMEDY.** If the Supplier does not timely modify, adjust, repair or replace defective or inadequate Products/Services within 5 business days after written notice of such defect/inadequacy, or if it is impractical for Dryden to have the replacement Product or remedial Services performed by the Supplier, then Dryden, after notice to the Supplier, may at its option and without prejudice to any other rights or remedies which may be available to it, immediately and without further notice proceed, make or cause to be made such modification, adjustment, repair or replacement, in which case the Supplier will reimburse Dryden for its actual costs or, at Dryden's option, Dryden can offset the cost against any amount owing to Supplier.

**H. TITLE, RISK OF LOSS, SHIPPING, PLASTIC.** Unless otherwise specified in the Contract, title to any Products sold under this Contract, and risk of loss, will pass to Dryden when shipments are accepted by Dryden at the specified delivery point (FCA Destination – INCOTERMS 2020). Supplier agrees (i) that time is of the essence under the Contract and (ii) to complete shipment of the Products or the delivery of the Services no later than the agreed upon shipment or delivery date. Unless otherwise specified in the Contract, Supplier shall, where applicable, obtain at its own risk and expense any export and import license(s) and other required authorization(s) and carry out all customs formalities necessary for the export of the Products, for their transport through any country, and for their import into Canada. Supplier will suitably pack, mark and ship materials in accordance with Dryden's instructions and in accordance with governing laws, and, if so instructed by Dryden, will meet the transportation requirements of common carriers to secure the lowest transportation costs. Supplier is obligated to ship all its components for Products to pulp or paper mills without plastic or styrofoam packaging. Any exceptions must be requested by Supplier and agreed upon by Dryden in writing in advance of shipment(s) being made.

#### **I. QUALITY & WARRANTY.**

1. Warranty. Supplier represents, warrants and covenants that the supply of Products and Services shall be performed in accordance with the requirements of this Contract and that the Supplier shall employ the level of professional skill, care, competence, judgment and diligence as would reasonably and ordinarily be expected to be exercised by a leading, duly qualified and experienced supplier in products and services of a similar nature and magnitude to the supply of Products and Services to be executed under this Contract. Supplier further represents, warrants and covenants that, for a period of no less than (a) twelve (12) months from the date upon which the Products are put into use or the Services are finished being performed, or from the date when agreed performance guarantees have been achieved, or (b) eighteen (18) months from the last delivery of Products, whichever occurs later (the "Warranty Period"), that (i) Products will be (A) consistent with or greater than prevailing industry standards of quality, (B) appropriate for any specified application, including Dryden's specific application if known by Supplier, and (C) free from defects in design, material and workmanship; and (ii) Services will be (A) professionally and competently performed in a manner consistent with or greater than prevailing industry standards of quality; (B) appropriate for any specified application, and (C) free from defects.

2. Performance Guarantee Clarification. If Products/Services are defective or deficient (including resulting, without limitation, from faulty design, material and/or workmanship), then agreed upon performance guarantees are not deemed achieved until such defect or deficiency is remedied and the Products/Services are performing within all specifications for continued periods of time.

3. Safety and Regulatory Requirements. The Products/Services supplied by Supplier shall meet all Federal and Provincial safety and workers compensation requirements and shall otherwise be fully compliant with applicable laws. Any electrical panels, controls, or devices supplied with the Products must display a CSA or other approved independent testing lab label to meet applicable Federal, Provincial and local laws. Product design DBA ratings must also be provided. The noise level emitted by the Products while in operation must be below or equal to 87 dB at 1 metre.

4. Replacement of Products. If Products do not comply with the warranty set forth in Section I.1 above or any defect develops under normal or proper operation as per Supplier's instructions, during the Warranty Period, Supplier will provide, at its sole expense, technical expertise and the parts, materials, equipment and labour, including freight and "in/out" costs, necessary to remedy any defect or nonconformity by promptly removing, repairing, correcting or replacing and reinstalling any defective or nonconforming part or component.

5. Rework of Services. If the Services do not comply with the warranty set forth in Section I.1 above during the Warranty Period, Supplier will re-perform the Services, without cost of any kind to Dryden.

6. Technical Support. During the Warranty Period, Supplier will provide all warranty service and telephone support, including after-hour technical support, at its own cost. Supplier will maintain a 24-hour technical support hotline to address equipment breakdowns and safety incidents. During the useful life of the Products, reasonable telephone support during normal business hours is included in the purchase price.

7. CFPOA Compliance. Supplier further warrants that it is in full compliance with the provisions of the Corruption of Foreign Public Officials Act 1998 (as may be amended from time to time) and any rules or regulations promulgated thereunder.

When Products purchased hereunder are to be manufactured or produced outside Canada, Supplier shall furnish at Dryden's request documents stating the names and addresses of the foreign manufacturers or producers and containing written assurances of compliance with the applicable Canadian standards.

**J. REPRESENTATIONS.** Supplier further represents and warrants that: (a) it has full power and authority to enter into this Contract and perform its obligations; (b) this Contract is a legal, valid, and binding obligation of the Supplier, enforceable against the Supplier in accordance with its terms; (c) the signing and delivery of this Contract by the Supplier and the performance by the Supplier of all of the Supplier's obligations under this Contract will not: (i) breach any contract to which the Supplier is a party, or give any person the right to accelerate any obligation of the Supplier; (ii) violate any law, judgment, or order to which the Supplier is subject; or (iii) require the consent, authorization, or approval of any person, including but not limited to any governmental body; and (d) it has good and marketable title to Products delivered to Dryden and that Products will be free from all liens and encumbrances; (e) the Products/Services do not infringe any patent, copyright, trademark, trade dress or other intellectual property right of any third party; (f) if Services are provided, Supplier has assured that the employees or contractors providing Services are adequately skilled and experienced; and (g) there is no past, threatened, pending or proposed future litigation, dispute, or claim that might prevent Supplier from fulfilling its obligations under this Contract.

**K. INDEMNITY.** Each party agrees to defend and indemnify the other, and its respective affiliates and its and their employees, officers, directors, agents, successors, and assigns, against any and all third-party claims such as damages, fines, penalties, costs, liabilities, losses, or expenses (including but not limited to sums paid in settlement of claims, reasonable legal and consultant fees, and expert fees) (collectively, "Claims") arising from: (a) a breach of representations or warranties made in the Contract; (b) bodily injury and property damage directly arising out of and resulting from the failure of the Products/Services to meet the requirements of the Contract; (c) a party's own negligence or misconduct; and (d) in the case of Supplier, claims for product liability, including claims for strict liability. A party seeking indemnification will promptly notify the other of such claim. Neither party will be liable to the other for consequential or indirect damages, including loss of profits or loss of revenue; provided, however, that nothing contained herein shall in any way exclude or limit: (a) a party's liability for any and all damages arising out of that party's grossly negligent or intentional acts or omissions; (b) liability for any and all direct damages which may fairly and reasonably be considered naturally from a breach; (c) a party's liability for a breach of its confidentiality obligations; (d) the operation of any warranty of Supplier as may be provided in this Contract; or, (e) a party's liability for all costs and damages arising from a party's obligation to defend and indemnify the other party in connection with a third party claim. Any limitation of Supplier's obligations hereunder, either by provisions of Supplier's delivery slips or other instruments, shall be void.

**L. INTELLECTUAL PROPERTY.** Supplier will indemnify and hold harmless Dryden, its affiliates and its and their employees officers, directors, agents, successors, and assigns (collectively, "Dryden Indemnified Parties") from any Claims arising out of any charge that the manufacture or sale of any Products and/or Services, or the use thereof, by a Dryden Indemnified Party or its customers constitutes an infringement of any patent, copyright, moral right, trade secret, trademark, service mark, or other intellectual property right of any third party; provided, that this indemnity will not apply to Products for which Dryden both provided and controlled the detailed design of such Product. If because of infringement claims any Dryden Indemnified Party's use of Products and/or Services provided by Supplier is enjoined, Supplier will, at its own expense, either procure for such Dryden Indemnified Party the right to continue using the Products and/or Services or, after consulting with Dryden and obtaining Dryden's consent, replace or modify the Products and/or Services with substantially similar and functionally equivalent non-infringing Products and/or Services. If neither of the foregoing options are available, and without reducing Supplier's liability or indemnity obligations to the Dryden Indemnified Parties, Dryden may return the affected Products and/or reject the Services and receive a full refund of all amounts paid for the Products and/or Services.

**M. DISPUTE RESOLUTION AND APPLICABLE LAW.** If disputes arise under this Contract, the parties will first attempt to settle such disputes through good-faith negotiations under the following process: (a) the initiating party will present a written explanation of the nature of the grievance and remedy requested; (b) within 10 business days after receiving such a statement, the other party will respond by granting the requested remedy, counter-proposing a different remedy, or explaining why the grievance does not justify any remedy; (c) if the matter is not settled within 10 days after the response is received, either party may request nonbinding mediation before an impartial, mutually acceptable mediator, with each party paying half the mediator's fees and the mediator choosing the mediation venue. Unless otherwise agreed, the mediator must have at least 5 years of experience mediating commercial disputes. Only if the parties are unable to reach a settlement through this mediation process may suit be filed, unless urgent interlocutory proceedings are required. The interpretation of this Contract and any rights of all parties hereunder will be governed by the laws of the province or territory set out in the PO (the "Province"), and the laws of Canada applicable therein, and all without consideration to conflict of laws principles. Any proceedings taken by Dryden may be taken in the Province and Supplier agrees to the exclusive jurisdiction of the Courts of the Province. All

available remedies are cumulative and may be exercised singularly or concurrently. For greater certainty, Dryden shall be entitled to exercise its rights to termination in accordance with Section V at any stage in the dispute resolution process and nothing within this Section M shall prevent Dryden from exercising such rights.

**N. SUCCESSORS, ASSIGNS, SUBCONTRACTORS AND SECURITY INTERESTS.** Supplier may not assign this Contract without written consent of Dryden. Dryden may assign its rights and obligations under this Contract, in whole or in part, in its sole discretion. Supplier will not, without prior written consent of Dryden, add or change any subsupplier, subcontractor or place of origin of the Products/Services. Supplier remains fully responsible for the conduct of any contractors, consultants or other agents, directly or indirectly at any tier, that it may hire to assist in performing this Contract. Supplier covenants that it will not register or amend a financing statement naming Dryden as the debtor or any other form of notice in the applicable Personal Property Registry without either a separate signed security agreement or other written approval from Dryden in advance. The collateral description will be specific and accurate. If the description includes an item that is not collateral or does not describe the collateral with sufficient precision to allow a reasonable person to readily identify the collateral, then the Supplier will immediately on demand by Dryden amend or discharge the registration to reflect the terms of the Contract.

**O. NO LIENS.** Supplier shall not allow any right of retention, claim, lien, charge or encumbrance in respect to the Products, Services, Dryden's site or other neighboring property, or any fixtures or personal property included in the Products created by, through or under, Supplier or any subcontractor, sub-supplier, or other person providing labour, materials, or equipment within the scope of Supplier's work (a "Lien"). Supplier shall immediately notify Dryden of the assertion of any Lien, whether by registration on title of a Lien or delivery of a notice of Lien that is not registered on title. Supplier shall, within five (5) days of the earlier of receiving notice from Dryden and Supplier otherwise becoming aware of the assertion of any Lien, at Supplier's sole expense, vacate or discharge such Lien from title to the premises, cancel the notice of Lien, or make alternative arrangements consented to by Dryden in writing to bond or otherwise secure the amount of Lien claim and costs associated therewith, as the case may be, in accordance with applicable law. Supplier shall indemnify, defend and protect the Dryden Indemnified Parties from and against all Liens, provided that, in the event that Dryden determines, acting reasonably, that Supplier is not satisfactorily defending the interests of any of such indemnitees, Dryden and any such defendants may defend the claim and Supplier shall indemnify Dryden and any such defendants for all losses. This indemnity shall survive the termination of this Agreement. If Supplier fails or refuses to vacate or discharge a Lien, cancel a notice of Lien, or make alternative arrangements consented to by Supplier in writing to bond the amount of Lien claim and costs associated therewith, as the case may be, within the five (5) day period prescribed above, Dryden shall, at its option, be entitled to take all steps necessary to vacate and/or discharge Lien, or cancel the notice of Lien by paying monies into court or posting security in accordance with the *Construction Act* (Ontario), and all costs and expenses incurred by Dryden in so doing (including all losses and the cost and amount of the security posted to vacate Lien) shall be for the account of Supplier, and Dryden may without limitation deduct such amounts from amounts otherwise due or owing to Supplier. If Dryden vacates Lien, it shall be entitled to retain all amounts it would be required to retain pursuant to the *Construction Act* (Ontario) if Lien had not been vacated.

**P. COMPLIANCE.** Supplier will inform itself of and will comply with all federal and provincial laws, codes, regulations, ordinances, permits and orders that are applicable to performing this Contract.

**Q. HAZARDOUS MATERIALS; MSDS.** If applicable, Supplier will provide each Dryden facility to which Products/Services are delivered (each a "Site") with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Products/Services which requires such compliance, and any updates of the same. If Supplier uses chemicals, PCBs or any potentially hazardous materials (collectively, "Materials"), Supplier assumes responsibility and will indemnify, defend and hold harmless the Dryden Indemnified Parties from and against any and all Claims arising out of Supplier's use (including the unloading, discharge, storage, handling, or disposal of any chemical or container therefor) of such Materials and for Supplier's noncompliance with any related laws or regulations.

**R. ON PREMISES SAFETY; DRUG & ALCOHOL POLICY.** If Supplier performs work and/or provides Services at a Site, Supplier acknowledges that those premises are used for operational or industrial applications. Supplier shall comply with all Dryden rules and policies applicable to the Site, including the Site's safety rules to avoid injury to person or property. It is Supplier's responsibility to provide, at its own expense, all necessary and adequate personal protective equipment ("PPE") for its employees/subcontractors ("Supplier's Personnel"). However, in the event that Supplier's Personnel uses PPE provided by Dryden, Supplier will indemnify and hold the Dryden Indemnified Parties harmless against any and all claims for loss, damages, liability, or other expenses of any nature, character, and kind related to or caused by the use or misuse of such PPE. Upon completion of Services, Supplier will remove all excess materials, equipment and rubbish and leave the Site in a clean condition. Supplier shall not bring, or permit to be brought, anywhere on or near the Site, any mind-altering or intoxicating liquors or drugs. Supplier will exercise the necessary and appropriate supervision over all Supplier's Personnel at or near a Site or providing Services to ensure that all Supplier's Personnel comply with the Site's safety rules, including implementing training and monitoring of Supplier's Personnel to ensure that none of the Supplier's Personnel at or near a Site or providing Services is under the influence of any drug or substance, prescribed or unprescribed, that may impact such Supplier Personnel's ability to safely perform their duties.

**S. CONFIDENTIALITY.** All information (both technical and business) disclosed by either party to the other, including but not limited to volumes and pricing of Products/Services sold under this Contract, will be held in strict confidence and not communicated to any other party, except as required by law or auditors, and as needed by contractors of Supplier in performing

this Contract; provided that such contractors agree to be bound by a nondisclosure agreement no less stringent than the obligations in this section. For five years from the date of disclosure, the receiving party will exercise the same degree of care as it exercises for its own information of similar nature, but not less than reasonable care, to (a) prevent disclosure of information received from the other party, and (b) not use the other party's information for any purpose other than as needed to perform the obligations contained within this Contract. However, these non-disclosure and non-use provisions do not apply after and to the extent such information: (i) is or becomes generally available to the public through no act or failure to act by the receiving party; (ii) was already in the receiving party's possession at the time of its disclosure as shown by the receiving party's prior written records; (iii) is subsequently disclosed to the receiving party on a non-confidential basis by a third party without violating any obligation of secrecy relating to the information disclosed; or (iv) is subsequently developed independently by an employee or agent of the receiving party who did not have access to the information. Neither party will use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other party.

**T. INSURANCE.** Supplier shall insure the Products for all risks until they have been received at the point of delivery. Prior to commencing work or Services, Supplier shall obtain and maintain for the entire duration of this Contract the following minimum insurance coverages (Dryden may require higher limits for a particular PO or supplier category) on its operations under this Contract: (a) Commercial General Liability (occurrence form) ("CGL"), covering bodily injury and property damage liability, contractual liability, products and completed operations liability; and, if performing construction or repair services, including broad form property damage liability ; with minimum limits of \$2,000,000 per occurrence, (b) Comprehensive Automobile Liability (if applicable) covering owned, non-owned, leased or scheduled vehicles with minimum limits of \$2,000,000 per person and \$2,000,000 per accident for bodily injury and \$2,000,000 third party property damage or combined single limit of \$2,000,000 ; (c) Excess Liability Insurance, with coverage limits of at least \$5,000,000, and (d) Workers' Compensation in accordance with the regulations of the Province where the Site is located. Nothing in this Section is to be construed as limiting Supplier's liability for the payment of damages resulting from the sale of Goods or the performance of services pursuant to the applicable PO.

If any work or Service is performed for Dryden, then, Dryden and its affiliates, subsidiaries, and each of their respective directors, officers, members and employees will be designated as an Additional Insured to the CGL policy evidenced by copy of the endorsement or policy form attached to the Certificate of Insurance, and the Additional Insured endorsement will be applicable to Supplier's "operations" for Dryden. The above required liability limits can be provided by any combination of primary and umbrella/excess insurance policies. Supplier will provide Dryden with a Certificate of Insurance and endorsements or policy forms evidencing compliance with the above requirements prior to commencing any work or Services. Supplier will require its insurance carrier(s) to give Dryden at least 30 days written notice prior to cancellation of coverage. Supplier and its subcontractors will cause their insurance companies to waive rights of subrogation against Dryden and its affiliates and subsidiaries. Supplier acknowledges that this waiver was mutually negotiated. Supplier's coverage for each of the four insurance classes, above, will be primary and non-contributory to any other coverage available to Dryden. Supplier will ensure that its subcontractors that will be on Site have insurance coverage and endorsements consistent with the above. DRYDEN'S ACCEPTANCE OF ANY INSURANCE CERTIFICATE SHALL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, AND COMPLIANCE WITH THE REQUIREMENTS SET FORTH HEREIN.

**U. FORCE MAJEURE.** Supplier acknowledges that time is of the essence in its performance. However, neither party shall be liable to the other party for damages for failure to carry out the obligations contained within this Contract in whole or in part when such failure is due to events or contingencies beyond the party's reasonable control (an event of "Force Majeure"), including strikes, lockouts, fires, floods, earthquakes, or other natural disasters, freight embargoes, governmental or administrative prohibitions, riots, and acts of public enemies or terrorists. If either party is affected by any such event, shipments already in route will be accepted and paid for. A party affected by such an event of Force Majeure will immediately notify the other party, describing the event of Force Majeure and estimating its duration. The parties will cooperate in good faith to mitigate the effects of the event of Force Majeure. Regardless, if Supplier is unable to timely honour the obligations contained within this Contract, Dryden will be entitled to seek Products/Services from another vendor without penalty and those Products/Services will count towards any volume requirements that Dryden has committed to purchase under this Contract. Alternatively, at its sole election, Dryden may terminate this Contract. Unless excused per this Section U, if Dryden must acquire Products/Services from another supplier on an emergency basis because Supplier is unable to timely perform on the agreed schedule, Supplier will reimburse Dryden for all commercially reasonable additional costs and expenses incurred to obtain the Products/Services.

**V. RIGHT TO TERMINATE.** Dryden may terminate the applicable PO or this Contract by written notice. Dryden may modify the applicable PO or this Contract by written notice as to all or any part of the Products/Services not delivered prior to receipt by Supplier of the notice. As to Products and/or Services which are standard manufactured items, Dryden's only obligation shall be to pay for Products/Services delivered to Dryden prior to receipt of the notice of termination. As to Products/Services specially manufactured for Dryden, Supplier will stop all work on receipt of notice of termination, unless otherwise directed by Dryden. Upon such termination, Dryden will pay reasonable costs incurred by Supplier directly connected with the PO or this Contract, including costs and cancellation charges actually incurred by Supplier under subcontracts. Such payment shall not exceed the total price of the order, and shall be reduced by any deposits, refunds or salvage values available to Supplier. Upon such payment, title to Products/Services or any portion thereof shall pass to Dryden.

**W. DEFAULT.** A party will be in default under this Contract if it: (a) fails to cure a breach within 10 business days of receipt of written notice of breach; (b) becomes unable to make payments as they become due under this Contract; (c) is adjudicated bankrupt, becomes insolvent, or if a receiver is appointed for it, and fails to provide security satisfactory to the other party to guarantee all sums then owed to the other party and likely to become owed if this Contract is not terminated; or (d) ceases to operate its business. In addition to any other available remedies, the non-defaulting party may immediately terminate this Contract without liability by written notice to the defaulting party. Any such termination will not affect rights or obligations accrued or owed prior to the effective date of the termination notice. Dryden's failure to require strict performance in any instance will not constitute a waiver of that term.

**X. NOTICES.** Supplier and Dryden agree that all notices, requests, demands and other communications required by the Contract must be in writing and be delivered to the parties at the addresses as set forth on the first page of the Contract or PO document or any other address that a party may designate by written notice to the other party. Notices are considered delivered upon actual receipt if delivered personally or by fax, electronic mail or an overnight delivery service, or at the end of the third business day after the date of deposit to Canada Post mail, postage pre-paid, certified, return receipt requested.

**Y. NO AGENCY RELATIONSHIP.** This Contract does not create an agency or mandate relationship between the parties and does not establish a joint venture or partnership between the parties. Neither party has the authority to bind the other party or represent to any person that the party is an agent or mandatory of the other party.

**Z. CONTRACT INTERPRETATION.** The parties to this Contract represent that they have negotiated and understand its provisions and agree that no presumptions should be made against the drafter. This Contract will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. If a provision of this Contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Contract will not be impaired. This Contract contains the entire understanding of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Contract. No waiver will be binding on Dryden unless it is in writing and signed by Dryden. Dryden's waiver of a breach of a provision of this Contract will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

**AA. FACSIMILE, ELECTRONIC SIGNATURES.** A facsimile or a .pdf of a signature shall have the same force and effect as an original signature.

**BB. WITHHOLDING.** If a PO includes the requirements of Supplier to provide installation supervision, start-up, training, performance testing or any other services and if Supplier is a non-resident of Canada, then Dryden is required to deduct a fifteen percent (15%) withholding under Regulation 105 of the *Income Tax Act* (Canada) from each payment for such services and to remit such amount(s) withheld to the Canada Revenue Agency. Dryden will, before the end of February of the year following the year of payment, forward to Supplier certificate T4A-NR summarizing the amounts withheld. Dryden is not required to withhold on the reimbursement of receipted travel expenses, the purchase of equipment, or for services Supplier renders in Suppliers' country of residence, therefore, these charges must be separately detailed on invoices.