

**GENERAL TERMS AND
CONDITIONS FOR BUYING FROM:**

TENOVA GOODFELLOW Inc.

&

**NOVA Analytical Systems, a Unit of
TENOVA GOODFELLOW Inc.**

Revision 0	23-Nov-16
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1. ACCEPTANCE

Purchase of the System as defined in the Quotation and these Standard Terms form a part of the "Purchase Order form an "Agreement" which may not be cancelled or modified without the written consent of Tenova Goodfellow Inc. ("TGI") and the other party to the Agreement referred to as the "Purchaser".

2. PRICE, PAYMENT, & CANCELLATION

The Price, Payment Terms and Cancellation Terms are as defined in the Quotation. Unless stated otherwise, the Price for the System does not include taxes or import duties or government fees which are the sole responsibility of the Purchaser. The Purchaser agrees that TGI shall be fairly compensated for additional services performed at the Purchaser's request which are outside the scope of the System described in the Agreement. All invoices are due within Thirty (30) days after date of invoice. Overdue accounts and any related collection costs are the responsibility of the Purchaser and are subject to a one and a half percent (1.5%) per month (18% per annum) late payment charge, calculated monthly. The Purchaser hereby represents to TGI that the Purchaser is now solvent and agrees that each acceptance of delivery of the System hereunder shall constitute reaffirmation of this representation at such time. TGI shall be entitled at all times to set off any amounts owing by TGI to the Purchaser or any of its affiliates against any amounts payable at any time by the Purchaser to TGI.

3. TITLE

Title to the System shall remain with TGI until fully paid for, and the Purchaser hereby grants to TGI a security interest in the System, and in all replacements, accessories and substitutions thereof, to secure payment of all purchase prices of the System, installation costs, collection costs, and any other debts owing to TGI by the Purchaser, and interest thereon.

4. DELIVERY

Delivery under the Agreement is estimated as accurately as possible, but is not guaranteed and is subject to extension to cover reasonable delays. Purchaser may not delay or cancel delivery without first obtaining written consent of TGI. Unless otherwise specified, delivery is Ex works (EXW) as per INCOTERMS 2010. If TGI arranges transportation, the minimum amount of insurance provided by the common carrier shall be placed by TGI at the expense of the Purchaser. Any additional insurance must be placed by the Purchaser. TGI shall not be liable for delay in performance, shipment or delivery due to causes beyond TGI's reasonable control such as, but not limited to, acts of God, war, riot, acts of civil or military authorities, floods, fires, strikes or other industrial disturbances, delays in transportation, labor or material shortages and acts of the Purchaser. This Agreement shall be deemed to be suspended so long as execution is delayed due to causes beyond TGI's reasonable control and the Purchaser agrees to accept deliveries hereunder whenever such causes have been remedied.

5. WARRANTY

For a period of twelve (12) months following shipment of the System, TGI warrants that the System when used without material alteration will perform substantially in accordance with the functional specifications in the Proposal. TGI's liability under this warranty shall be limited to repairing or replacing the System or allowing an equivalent credit at TGI's option, any part or parts or for any costs incurred therewith. This remedy of repair, replacement or credit, at TGI's option is the exclusive remedy hereunder. TGI has no other liability to the Purchaser in any claims however arising and in no event shall TGI be liable for any loss or damage, whether direct, indirect, special, incidental or consequential or otherwise. All warranties are limited to original Purchaser. Warranty does not cover ordinary wear and tear, misuse, alteration or any cause outside TGI's control. Except as stated herein, there is no other warranty with respect to the System; the provisions of this paragraph are in substitution for and exclude all express or implied conditions, warranties or liabilities of any kind relating to the System whether as to fitness for purpose, merchantability, or otherwise and whether arising under any statute or in tort or by implication of law or otherwise. Such warranty shall not apply to the System or components thereof that have been subjected to misuse or negligence and does not apply to parts, replacements, mechanical adjustments, repairs or other servicing normally made or required as maintenance. No system or components thereof are to be returned to TGI by the Purchaser without the consent and acceptance of TGI. All products or components of the products forming part of the System not manufactured by TGI carry only such warranty or guarantee as may be provided by their manufacturer to the Purchaser and the Purchaser shall have no claim versus TGI with respect thereto. TGI shall not be responsible for failure to meet air quality standards or regulations of any description, and shall not be liable for payment of any resultant claims or fines.

6. ARBITRATION

All claims and disputes relating to this Agreement or the breach thereof shall be decided by a single arbitrator in accordance with the Arbitration Act, 1991 (Ontario). Any demand for arbitration shall be made within a reasonable time after the claim or dispute has arisen. The arbitrator's award shall be final, binding, conclusive and not subject to appeal.

7. TERMINATION

TERMINATION This Agreement may be terminated with notice by TGI in the case of a breach by Purchaser which has not been corrected within thirty (30) days of said written notice setting forth the specific nature of the breach. This Agreement may also be immediately terminated by TGI without notice in the event of any of the following events:

- (a) If Purchaser ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or bulk sale of any material part of its assets, or proposes a compromise or arrangement to its creditors; or
- (b) If any proceeding is taken with respect to a compromise or arrangement, or to have Purchaser declared bankrupt or wound up, or to have a receiver or receiver and manager appointed with respect to any material part of the assets of the Purchaser or if any encumbrance takes possession of any material part thereof; or
- (c) If Purchaser attempts any sublicense, assignment, rental, sale or other transfer of the Software or the rights or obligations of this Agreement without the prior written consent of TGI.

This Agreement may also be terminated for convenience if the Purchaser gives written notice to TGI of its intention to terminate the Agreement. In such event, TGI shall immediately

discontinue work but continue such measures as may be necessary to maintain the System in a safe and secure condition. In the event of such a termination the Purchaser shall pay all outstanding amounts being invoiced and due and TGI as full compensation shall be reimbursed for the costs reasonably incurred, to extent that such costs directly result from such a termination of work.

In the event of Termination for any reason, TGI shall immediately discontinue work but continue such measures as may be necessary to maintain the System in a safe and secure condition. In the event of such a termination the Purchaser shall pay all outstanding amounts being invoiced and due plus TGI as full compensation shall also be reimbursed for reasonable costs including lost profit, to the extent that such costs and lost profit directly result from such a termination of work.

8. LICENSE

TGI grants the Purchaser and the Purchaser accepts, a conditional, non-exclusive, non-transferable license to use any software and documentation provided with the System. This license entitles the Purchaser and any Successor Owner of the site to use the software exclusively on the System located at the site as supplied under the Agreement. Purchaser agrees that this license does not permit Purchaser to loan, sub-license, rent or otherwise make the software or documentation available to any third party, other than such Successor Owner of the site.

9. PURCHASER'S OBLIGATIONS

The Purchaser hereby covenants and undertakes:

- (a) Not to copy, disassemble, decompile or otherwise reproduce any System software;
- (b) Not to engage on its own or with the assistance of third parties to reverse engineer or otherwise copy the System;
- (c) To ensure that its employees, agents and other parties who use the System are notified of and adhere to these Obligations

10. COPYRIGHT, PATENTS, TRADEMARKS, & OTHER INTELLECTUAL PROPERTY RIGHTS

Purchaser acknowledges that TGI shall have and retain all right, title and interest, including without limitation, any copyrights, trademarks, trade names, patents, trade secrets, moral rights and other intellectual property rights subsisting in or used or in connection with the System, the System software and the documentation. THIS AGREEMENT DOES NOT TRANSFER ANY RIGHT, TITLE OR INTEREST IN AND TO THE SYSTEM, SOFTWARE, DOCUMENTATION, OR TO THE MEDIA ON WHICH IT IS STORED. The Purchaser shall not at any time after executing this Agreement question or dispute in any way the ownership by TGI thereof. TGI shall indemnify and hold the Purchaser harmless against all judgements whatsoever, including reasonable costs and expenses connected therewith, which the Purchaser may incur or become liable to pay by reason of any judgements that uphold infringement of third parties intellectual property rights in connection with the importation and use of the System supplied by TGI hereunder. TGI shall be promptly notified of any such action, suit, claim or demand.

11. INSTALLATION

Installation of the System is the responsibility of the Purchaser. TGI will supply documentation and support for the installation as defined in the Agreement. Any work that is

outside of the defined scope in the Agreement will be an additional cost to the Purchaser as per TGI's standard rates plus all related expenses.

12. DELAYS

As per the "Proposal", in case Purchaser imposes a delay in taking delivery of the System of Six (6) months, Purchaser agrees to accept delivery and immediately pay the Price in full for the System as per the terms of the Agreement. If TGI causes a delay in delivery of the System beyond Six (6) months of the agreed delivery date, Purchaser shall have the right to claim any reasonable costs associated with the said late delay and to reschedule the delivery at Purchaser's sole discretion.

13. MODIFICATION

The terms and condition of this Agreement can only be modified in writing by both of the official primary designated representatives of each Party.

14. GENERAL TERMS

These Standard Terms and Conditions of Sale shall be interpreted in accordance with the laws of the Province of Ontario including applicable Canadian federal laws, without reference to conflicts of law principles. This Agreement may not be assigned by the Purchaser except with the prior written approval of TGI. If any provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and all other provisions shall remain in full force and effect. These Standard Conditions of Sale, together with the Agreement constitute the entire agreement between TGI and the Purchaser and there are no other agreements or understandings, either written or oral, to conflict with, alter or enlarge this Agreement. This Agreement prevails over and supersedes all previous or other quotations, purchase orders and other documents between the Parties in respect of the Products.

15. FORCE MAJEURE

The performance and respective obligations of the respective Parties hereto shall be subject to force majeure, including, but not limited to, insurrections, riots, wars and warlike operations, terrorism, explosions, governmental acts, epidemics, failure of contractors and subcontractors to perform, strikes, fires, accidents, acts of any public enemy, inability to obtain required materials, qualified labor or transportation, or any similar occurrence beyond the reasonable control of the party affected. Force Majeure shall not apply to any event that should have been expected at the time of issuing the Purchase Contract. Any Party temporarily excused from performance hereunder by any such circumstances shall use its best efforts to avoid, remove or cure such circumstances and shall resume performance with utmost dispatch when such circumstances are removed or cured. Any Party claiming circumstances as an excuse for delay in performance shall give prompt notice in writing thereof to the other Party. Should the effect of Force Majeure continue for more than Thirty (30) days in the aggregate, both Parties shall timely settle the problems for further execution of the respective contractual obligations through friendly negotiations. If an agreement is not reached within the subsequent Thirty (30) days, then each Party shall have the right to terminate the Agreement. In the event that Purchaser terminated the Purchase Contract, TGI shall be entitled to all outstanding amounts being invoiced and due plus TGI as full compensation shall also be reimbursed for reasonable costs including lost profit, to the extent that such costs and lost profit directly result from such a termination of work.

16. CONSEQUENTIAL DAMAGES

Notwithstanding anything stated in the Agreement, neither Party shall be liable to the other Party for any indirect or consequential loss or damage such as, but not being limited to loss of profit, loss of use, loss of contracts, loss of production or business interruptions.

17. LIMIT ON LIABILITY

Notwithstanding any written, oral or other representations to the contrary whether express or implied, in no event shall TGI's liability for any and all claims, including without restriction any and all claims for direct and indirect damages, costs, legal fees and judgments exceed Five (5) times the monetary value of the Purchase Order, and Purchaser agrees to limit the total of all claims to such amount.

18. INTERPRETATION

Terms defined in the Purchase Order or otherwise in the Agreement and not otherwise defined in this Standard Terms and Conditions, shall have the meaning herein as in the Purchase Order or the Agreement, as the case may be.