

## MIURA CANADA CO., LTD. – GENERAL TERMS AND CONDITIONS

These Standard Terms and Conditions of Sale (“**Terms**”) shall apply to, form part of and govern any and all quotations, purchase orders or invoices (collectively “**Order Documentation**”) provided by Miura Canada Co., Ltd. (“**Miura**”) for the sale of any Miura product and/or parts (the foregoing, individually and/or collectively, being referred to as the “**Products**”) to a purchaser or proposed purchaser thereof (“**Customer**”):

### 1. QUOTATIONS AND ORDERS.

- (a) Any quotations supplied by an employee of Miura authorized to do so (“**Quotation**”) shall be intended for reference purposes only, constituting neither a binding offer to sell nor imposing any obligations or liability on Miura. Quotations automatically expire on the expiry date noted on the Quotation, or if no such expiry date is indicated, then after thirty (30) days from the date of the Quotation, unless otherwise specified.
- (b) Should Customer wish to accept a Quotation, Customer shall provide Miura with a purchase order that incorporates the terms and conditions of the Quotation and any other terms and conditions agreed upon between Miura and Customer (“**Purchase Order**”). Customer’s Purchase Order must include shipping and billing addresses, delivery dates, name and contact information of the person responsible for the order, the quantity, quality, price, and any other descriptive specifications of the Products being purchased, otherwise the Purchase Order shall not be considered in sufficient form to be accepted or performed by Miura.
- (c) If a Purchase Order includes Products that are parts or components, the Purchase Order must further indicate if a part or component is being ordered under warranty (if so, the Purchase Order must be accompanied by a corrective action request in the form prescribed by Miura).
- (d) Purchase Orders must be accompanied by a deposit in the amount of thirty percent (30%) of the net total value of the Purchase Order, including taxes and other fees, as applicable (the “**Deposit**”). The required Deposit amount may be increased or decreased on a case-by-case basis at the discretion of Miura. Purchase Orders for which Miura has not received the full amount of the required Deposit will not be processed.
- (e) Miura reserves the right to accept or decline any Purchase Order in whole or in part within thirty (30) days after receipt from Customer, during which time the Purchase Order may only be cancelled, rescheduled or modified by Customer if Miura or its duly authorized representative has given prior written consent. Any such Purchase Order deemed accepted shall only be binding on Miura to the extent that Miura issues written confirmation of the acceptance of such Purchase Order, which may include additional terms and conditions over and above those included in the Quotation, which Miura may choose to include from time to time (“**Order Confirmation**”). Upon delivery of the Products, Miura shall include an invoice to Customer which shall restate the information contained within the Order Confirmation in addition to any other relevant information which Miura shall choose to include (“**Invoice**”).
- (f) Any order documentation or any other kind of document purporting to oblige Miura to supply Products shall only be considered binding on Miura in the case that they are accepted by Miura either electronically or in writing by a duly-authorized officer of Miura. Notwithstanding the foregoing, a Quotation shall not be considered binding on Miura.
- (g) Miura reserves the right to refuse to ship any Product pursuant to a Purchase Order, even if Order Confirmation has been made, if the Customer’s account with Miura is in arrears. Miura endeavours (but will not be obligated) to notify the Customer of such refusal prior to the Order Confirmation. Miura may, at its sole and absolute discretion, cancel any Purchase Order or rescind any Order Confirmation if the Customer does not bring its account current within the period of time set out by Miura.
- (h) Unless otherwise expressly agreed in writing by Miura, any figures, measurements, dimensions, performance values, samples, statements, technical provisions, specifications, catalogues, brochures, depictions, photographs, models, designs, drawings, promotional materials in print or electronic format or other descriptive specifications provided by Miura in or relating to any Order Documentation (the foregoing, individually and/or collectively, being referred to as the “**Promotional Specifications**”) are approximations only and shall not be deemed to form part of any contract or be treated as constituting any representation or warranty by Miura or condition in favour of Customer in relation to the Products involved. Miura reserves the right to modify Promotional Specifications at any time. Miura expressly reserves all right, title and interest in any Order Documentation or Promotional Specifications, which may not be disclosed to any third party or used for any purpose whatsoever by Customer or any third party without the prior written consent of Miura.

### 2. PRICES.

- (a) The price for all Products shall be as specified in the Order Confirmation provided by Miura to Customer. Where no price has been specified by Miura, the prices shall be equal to those stated for such Products on Miura’s latest price list for Canada in effect on the date Miura first confirms that it is prepared to supply Customer. Miura reserves the right, by giving notice to Customer at any time, to increase the price of Products previously quoted to cover: (i) foreign exchange fluctuation or other general changes such as tax rates, (ii) increases in the costs of labour, materials and/or manufacturing; (iii) tariffs, duties, or enforcement charges, (iv) cost increases specific to Customer’s order, including without limitation related to insurance, shipping or fuel costs; (v) any delay or change in delivery dates, quantities or specification of Products occasioned or requested by Customer; (vi) shipment arrangements or other terms and conditions that are not part of any original price quotation or standard price; (vii) any other increase in costs or other reason as determined at the sole discretion of Miura from time to time. Customer shall not hold back or deduct any amount from the purchase price of any order, except to the extent required by applicable law.
- (b) All costs not specifically included in the price pursuant to the Order Confirmation are in addition to the price, and include without limitation shipping charges, applicable sale, use or other taxes payable to any governmental authority, including without limitation sales tax, excise tax, value added tax, turnover tax or any other ancillary cost not explicitly required to be paid by Miura (collectively “**Additional Costs**”).

### 3. CANCELLATIONS OR RETURNS.

- (a) Any Purchase Order for which Order Confirmation was provided by Miura that is subsequently cancelled by Customer before delivery or pickup of the Products described therein (“**Cancellation**”) shall be subject to a restocking fee of up to thirty percent (30%) of the total value of the Purchase Order, at the sole and absolute discretion of Miura (the “**Cancellation Fee**”). The amount of the Deposit will be reduced by the Cancellation Fee. If the Deposit is insufficient to cover the full amount of the Cancellation Fee, Miura shall issue an invoice for the balance of the Cancellation Fee within five (5) days of confirming the Cancellation, with payment for such invoice being due within thirty (30) days of the date of issue. Any amount that remains of the Deposit will be refunded by Miura within thirty (30) days of the Cancellation.
- (b) Returns of Products that have been shipped to or picked up by the Customer (“**Returned Products**”) may be accepted at Miura’s sole and absolute discretion (unless such return is being made to correct an error or omission by Miura) and only in accordance with Miura’s standard returns procedure. Unless returned due to an error or omission by Miura, Returned Products that are accepted may be subject to a restocking fee of up to thirty percent (30%) of the total value of the Returned Products (the “**Return Fee**”), which amount will be deducted from any refund that may be issued by Miura for the Returned Products. Shipping charges are not refundable. Miura will not reimburse the Customer for shipping charges incurred by the Customer in returning the Returned Products to Miura unless such return resulted from an error or omission by Miura. If the full amount of any Invoice that includes the Returned Products has not been paid by the Customer and, after any refund by Miura is applied, a balance is still owing by the Customer, the Customer shall pay such balance within fifteen (15) days. Returned Products that are damaged or return shipments that are lost will not be refunded.

### 4. PAYMENT.

- (a) Subject to subsection (b) below, full payment of the sale price and all other amounts due from Customer, including but not limited to Additional Costs, shall be due:
  - i. for boiler Products, one (1) week prior to such boiler Product being ready for delivery or pick-up;
  - ii. for all other Products, net thirty (30) days after the date marked on Miura’s Invoice, or such greater period as may be agreed on in writing in advance between Customer and Miura.
- (b) Miura, at its sole and absolute discretion, may decline to grant credit to a Customer or reduce the term of any credit granted to a Customer. In such circumstance, full payment of the sale price and all other amounts due from a Customer, including but not limited to Additional Costs, shall be due on receipt or within such period as may be determined by Miura.
- (c) Unless previously agreed in writing by Miura, all payments shall be in Canadian dollars and must be made directly to Miura in accordance with the Invoice.
- (d) If Customer fails to make payment for the Products and Additional Costs or any part thereof by the due date, Miura reserves the right (without prejudice to any other right or remedy available to Miura) to charge interest on the outstanding balance of any overdue accounts at a rate equal to the lesser of eighteen percent (18%) per annum, accruing daily and payable at one-and-one-half percent (1.5%) monthly or the maximum rate permitted by applicable law.
- (e) If at any time Miura believes in good faith or determines in its sole discretion, acting reasonably, that Customer’s financial condition or credit rating does not justify a sale on credit or if Customer is at any time in default of any indebtedness or other obligation owed to Miura, then in addition to any other rights it may have under these Terms Miura may: (i) suspend further delivery of Products until payment is received in full; (ii) revoke any credit previously extended or require full or partial cash payment in advance of delivery of Products; (iii) refuse to deliver any undelivered Products without incurring any liability to Customer for non-performance or non-delivery or any delay in delivery; (iv) terminate any relations with the Customer; and/or (v) enter the Customer’s premises to recover any Products supplied to Customer. Customer agrees to pay any and all fees associated with payment collection or recovery of the Products.

### 5. DELIVERY.

- (a) Unless subsection (b) applies or it is otherwise agreed to in writing, delivery of all Products by Miura shall be Carriage Paid To Miura’s warehouse (the “**point of origin**”), Freight Prepaid and Added (as these terms are defined in Incoterms 2020, or “**CPT**”). Such delivery shall take place at the time designated by Miura, as such delivery time may be amended by Miura from time to time. Customer shall be liable for all costs associated with delivery. Any third-party carriers or other service deliverers Customer wishes to use must be approved in advance by Miura. Customer shall also arrange all insurance of all kinds in order to move the Products from the point of origin, as applicable. Miura shall have no liability of any kind for any fault, failure or neglect of any carrier or any shipment from the point of origin, nor shall any carrier arranged or to be arranged by Customer be deemed to be an agent of Miura.
- (b) If the Customer requests that the Customer arrange for pick-up of the Products from Miura, such pick-up will be Ex Works Miura’s warehouse (as this term is defined in Incoterms 2020, or “**EXW**”). Such pick-up shall take place at the time designated by Miura, as such pick-up time may be amended by Miura from time to time. The Customer shall be liable for all costs associated with pick-up and shipping the Products to their destination. The risk of loss with respect to the Products shall pass from Miura to the Customer at the moment the Products are set aside for pick-up at Miura’s warehouse. Miura shall have no liability of any kind for any fault, failure or neglect of the Customer or any carrier appointed by the Customer.
- (c) Miura will use commercially reasonable efforts to meet requested dates and times for delivery or pick-up of Products. However, specific dates and times will not be guaranteed and time shall not be of the essence unless previously specifically agreed on in writing by the parties. Compliance by Miura with the estimated or guaranteed date of delivery or pick-up of Products shall require that all commercial, contractual and technical issues between Customer and Miura have been settled and any period for the delivery or pick-up of Products by Miura or its agents shall be extended as necessary in Miura’s view until such settlement has occurred.
- (d) Unless otherwise agreed in writing by the parties, Miura reserves the right to deliver Products, or make the Products available for pick-up, in instalments. Each delivery or pick-up of Products by Miura shall be treated as a separate transaction and payment therefore shall be in proportion to the overall purchase price set out in the Order Confirmation. Delay or failure by Miura to deliver an instalment in accordance with these Terms shall not entitle Customer to repudiate or cancel the delivery or pick-up of other instalments or stages of Products under the Invoice. Where a Product ordered is not available, Miura may back-order the Product in question and such back-ordering shall not be a breach of Miura’s obligation to supply.
- (e) Products that are parts or components will be shipped via ground courier unless such Products’ size or weight require otherwise, or if the Customer requests expedited shipping.

### 6. TITLE AND SECURITY INTEREST.

- (a) Title to Products passes from Miura to Customer per CPT or EXW, as the case may be, pursuant to the applicability of either 5(a) or 6(b).
- (b) Unless otherwise agreed, the risk of damage and loss of Products passes from Miura to Customer at the same time title passes to the Customer.
- (c) Miura reserves and Customer grants to Miura a purchase money security interest in all Products sold and all proceeds therefrom to secure the full payment and performance by Customer of its present liabilities and obligations to Miura and such other security required to secure all future liabilities and obligations to Miura (“**Security**”). Customer agrees that Miura may register a financing statement with regard to such Security against Customer pursuant to the *Personal Property Security Act* or similar legislation in the applicable province in which the Products are delivered and in which the Customer has a registered office of business. Customer shall take all action that Miura requests to perfect, obtain and maintain Miura’s first priority of that security interest, and Customer shall pay or reimburse Miura for, all fees, taxes and other costs that are incurred in connection with maintaining and perfecting such priority and security interest. To the extent permitted by law, Customer waives the requirement of being provided with a copy of any financing or verification statement or renewal thereof. Customer will not sell, secrete, mortgage, assign, transfer, lease, sublet, loan, part with possession of, or encumber its interest in all Products sold, or any interest therein, or permit any liens or charges to become effective thereon.

### 7. INSPECTION OF GOODS.

- (a) Customer shall inspect all Products received from Miura immediately on delivery at destination to ensure the Products are complete and free from defects. Any damage, defect, incorrect or incomplete delivery, or deviation from the Order Confirmation, that is or would be visible before or after unpacking Products from the packing in which they are supplied by Miura (any and all of the foregoing collectively “**Visible Damage**”) must be reported in writing to Miura within five (5) days of receipt of the Products (the “**Inspection Period**”). To the extent Miura is not advised of any Visible Damage within the Inspection Period, Customer will be deemed to have unconditionally accepted the Products in all respects. Customer is not permitted to reject any delivery; instead Customer must accept delivery but may make such acceptance subject to any specific Visible Damage that the Customer describes in writing to Miura prior to the end of the Inspection Period.

- (b) If any Visible Damage is Miura's responsibility and exists at the time of transfer of risk, Miura shall within a commercially reasonable period of time either, at its exclusive option: (i) repair the defect; or (ii) deliver a replacement good or part to Customer.

#### 8. EQUIPMENT USE.

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

#### 9. INSTALLATION.

If agreed to in writing by Miura and Customer, Miura will install Products at the facility designated by Customer, provided that the facility has been properly prepared in accordance with Miura's site preparation specifications which have been provided to Customer.

#### 10. WARRANTIES.

- (a) **Boilers.** Boilers are warranted to be free from manufacturing defects for a warranty period of twelve months from the date of commissioning (startup) or twenty-one months from the date of invoice from the Miura factory, whichever occurs first, provided they are used under normal operating conditions, and ordinary wear and tear excepted, and subject to the exceptions/exclusions set out below. For greater certainty, the preceding sentence does not apply to Visible Damage, the only Customer remedy for which is as set out in section 6 above. The warranty described in this subsection (a) does not apply if any damage was caused to the boiler due to the use of non-Miura parts or due to service by non-Miura-approved personnel.

- (b) **Consumables, Accessories, Parts.** Miura warrants that any consumables, accessories or parts sold and delivered to the Customer in conjunction with the Products shall be free from defects in material and workmanship for a period of twelve months from the date of commissioning (startup) or twenty-one months from the date of invoice from the Miura factory, whichever occurs first.

For consumables, accessories or parts not manufactured by Miura and for which the original manufacturer has provided a warranty, Miura agrees to assign such warranty to the Customer upon shipment of such consumables, accessories or parts.

- (c) **Chemicals.** Notwithstanding subsection (b) above, for chemicals prepared for use in non-Miura boilers, Miura relies on the specifications provided by the Customer to customize the formulation of the chemicals for the Customer ("**Custom Chemicals**"). Miura does not warrant Custom Chemicals or standard chemicals manufactured by Miura, including their use in non-Miura products.

- (d) **Remedies.** Miura will provide the following exclusive warranty remedies provided all warranty claims by Customer must be made in writing with full particulars immediately after Customer becomes aware of them. No warranty claims may be made by Customer after the end of the applicable warranty period.

- Miura's sole responsibility is, at Miura's option, to repair or replace any defective boilers not complying with the above warranty within a commercially reasonable period of time.
- Miura shall replace defective consumables, accessories or parts during the applicable warranty period.
- The sole remedy for Customer for defective equipment will be repair or replacement by Miura.

(e) **General.**

- The abovementioned warranty is provided through on-site repair by a certified Miura technician or a third party technician authorized by Miura. Products are subject to inspection upon arrival by Miura for confirmation of the stated defect. Only after confirmation of the stated defect, will Miura conduct repairs or replace the Product, as determined by Miura in its sole discretion. Miura shall take steps to complete any warranty work within a reasonable time.
- All warranty repairs or replacements that have been performed under warranty shall be warranted for the balance of the applicable warranty period.
- Customer shall not be entitled to withhold payments on account of any warranty claim.
- Customer shall be responsible for the prompt correction of all non-warranty defects or damage, and must use Miura approved suppliers or repairers for same, failing which the Miura warranty is void.

- (f) **Exclusions.** The abovementioned warranty does not apply to conditions resulting from any of the following:

- The Miura warranty in these Terms excludes coverage for Products not manufactured by Miura or its affiliates. Repair or replacement of Products due to the following are excluded from Miura's warranty obligations: (i) alterations or changes, (ii) misuse or abuse; (iii) failure to observe instructions contained in user/owner manuals; (iv) mishandling by Customer, its affiliates or agents; (v) negligence; (vi) excessive stress; (vii) accident; (viii) improper storage, improper installation, improper use or care, improper maintenance, improper repair completed by someone other than Miura or its agents, or improper operating conditions; (ix) use of incompatible supplies or cleaning agents; (x) an event of Force Majeure (as defined below); (xi) chemical influences; (xii) foreign object damage; (xiii) damage in transit after risk of loss or damage passes to Customer; (xiv) normal wear and tear and/or degradation or (xv) failure by Customer to utilize consumables required for normal operation (if applicable). For greater certainty, Miura shall not be liable to Customer for consequences arising out of, connection with or resulting from any alterations, maintenance or repair work undertaken by third parties (other than any warranty or maintenance provider Miura may use in respect of Customer's goods) or Customer or Customer's employees. Miura also bears no responsibility or liability for improper handling, storage, installation, maintenance or repair of the Miura Products once risk of loss passes to Customer.
- The limited warranty herein is the exclusive remedy of Customer for all claims based on failure of, or defect in, Products sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. On the expiration of the applicable warranty period, all such Miura liability shall terminate. Unless otherwise agreed in writing by Miura, this warranty shall not be assigned to any third party.
- THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR COMPLIANCE WITH SAMPLES SHALL APPLY. MIURA DOES NOT WARRANT ANY GOODS OR SERVICES OF OTHERS, WHICH PURCHASER HAS DESIGNATED.

#### 11. MIURA-APPROVED SUPPLIERS.

Miura shall not have any liability for the acts or omissions of Miura-approved suppliers, repairers and others that Customer is required by these Terms to use. Customer shall ensure that its insurance provides full coverage for all such Miura-approved parties.

#### 12. LIMITATION OF LIABILITY.

- (a) EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, MIURA EXTENDS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS, CONSUMABLES, ACCESSORIES, PARTS, OR ANY OTHER GOODS SOLD SUBJECT TO THE TERMS HEREUNDER, OR WITH RESPECT TO ANY AND ALL SERVICES PROVIDED BY MIURA.

- (b) MIURA'S LIABILITY WITH RESPECT TO ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY GOODS OR SERVICES COVERED BY OR FURNISHED UNDER THE AGREEMENT OR ANY EXTENSION OR EXPANSION THEREOF (INCLUDING REMEDIAL WARRANTY EFFORTS), SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE SPECIFIC GOOD THAT GIVES RISE TO THE CLAIM. ALL SUCH LIABILITY SHALL TERMINATE ON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED ABOVE.

- (c) IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL MIURA, ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, BUSINESS INTERRUPTION COSTS, DOWNTIME COSTS, INJURY TO OR LOSS OF PERSON OR PROPERTY OR DEATH (INCLUDING DAMAGES OR LOSSES CAUSED AS A RESULT OF, OR INCIDENTAL TO, CUSTOM CHEMICALS USED IN NON-MIURA PRODUCTS), OR CLAIMS OF CUSTOMERS OF CUSTOMER FOR SUCH DAMAGES OR LOSSES, AND CUSTOMER WILL INDEMNIFY MIURA, ITS EMPLOYEES, AGENTS, SUPPLIERS AND AFFILIATES AGAINST ANY SUCH CLAIMS FROM CUSTOMER'S CUSTOMERS. IF CUSTOMER RESELLS GOODS SOLD HEREUNDER TO ANY THIRD PARTY WHO IS NOT AN END USER OF MIURA'S GOODS, CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A COVENANT AFFORDING MIURA AND ITS SUPPLIERS THE PROTECTION OF THE PRECEDING SENTENCE.

- (d) Any action or suit by Customer against Miura relating to the Order Documentation must be brought within twelve months from the date of commissioning (startup) or twenty-one months from the date of invoice from the Miura factory, whichever occurs first.

13. **INDEMNITY.** To the fullest extent permitted by law, Customer agrees to indemnify, defend, protect, release and hold harmless Miura and affiliate companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, agents and employees (collectively "**Indemnitee**"), from and against any and all claims, demands, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs, and legal fees, for injury to or death of any person, or for loss or damage to any property (including without limitation, claims for pollution and environmental damage), and any civil or criminal fines or penalties, arising in favour of any third party or governmental agency or entity, or any Indemnitee and their employees' representatives and beneficiaries, in connection with or arising out of, directly or indirectly, or in any way incidental to the Order Documentation these Terms and the performance of the Products provided by Miura (collectively "**Liabilities**"). It is the intention of Miura and Customer that such indemnity shall apply regardless of whether the Liabilities arise in whole or in part from the actual or alleged comparative, concurrent, active, passive, or contributory negligence of Indemnitee. This indemnity includes Customer's agreement to pay all costs and expenses of defence, including without limitation legal fees, incurred by any Indemnitee.

14. **INTELLECTUAL PROPERTY.** Miura shall at all times retain all right, title and interest in its intellectual property related to any Products delivered by Miura. Miura shall retain ownership of all right, title and interest in those inventions, improvements, developments and discoveries that have application to the Miura's business, it being the intention that Miura not be precluded from creating and re-using advances in its own business.

15. **SOFTWARE.** For Miura Products which contain software, no title or ownership of software shall be transferred to Customer. The software component of the Miura Products shall be licensed to Customer for Customer's own use of the Product. The software may not be disclosed in whole or in part to third parties, or duplicated in any form or medium except as necessary for program execution or archival storage. Miura grants the Customer, and Customer accepts a limited, nonexclusive, non-transferable license to use Miura software only in conjunction with its use of Miura Products in accordance with Miura operating instructions and these Terms including the use of Miura consumables. The license granted to the Customer expires at such time Customer ceases using the Miura Products in accordance with Miura operating instructions or these Terms or in the case of annual license software, when Customer declines renewal of such software. In such cases, Customer agrees to grant Miura the right to enter its facilities at reasonable times and after reasonable notice to remove the software.

16. **FORCE MAJEURE.** Miura shall not be held liable or deemed in default if prevented from performing any of its obligations hereunder by reason of fire, flood, drought, act of God, war, riot, strike, lockout, act of civil or military authority, embargo, material shortages, epidemic, pandemic or other widespread health emergency, or governmental orders which in any way interfere with the purchase or manufacture or flow of the necessary material or products required to manufacture or fabricate the Products ("**Force Majeure**"). Miura shall be entitled to terminate its supply commitment immediately without liability to Customer if Miura's performance is prohibited by applicable law.

17. **INCOSISTENCY.** In the event of any inconsistency between or ambiguity in the provisions of any other document and these Terms, these Terms shall prevail unless specifically otherwise agreed on in a written agreement signed by an authorized signing officer of Miura or of Miura's duly authorized representative. Miura shall not be bound by any terms and conditions affixed to Customer's Order Documentation or other procurement documents that are in addition to or inconsistent with these Terms. Neither commencement of performance nor delivery by Miura shall be deemed or constituted as acceptance of Customer's additional or conflicting Terms and conditions.

18. **NOTICE.** Any notice, approval, consent, waiver, or other communication to be given hereunder shall be in writing and shall be deemed to be given if delivered personally, or sent by registered mail in which case such notice, approval, consent, waiver or other communication shall be deemed to be received on the fourth (4th) business day following the mailing thereof by registered mail in the Province of Ontario, such mailing being addressed to the Customer at the address, telephone and facsimile provided in the document attached hereto and to Miura at 5-4025 Sladeview Crescent, Mississauga, ON, Canada L5L 5Y1.

19. **ENTIRE AGREEMENT.** These Terms and any document relating thereto including the Order Documentation contain the entire agreement between the Customer and Miura and shall not be altered or amended except by written instrument signed by both parties.

20. **APPLICABLE LAW and JURISDICTION.** These Terms and any document relating thereto shall be governed by and interpreted according to the laws of the Province of Ontario and applicable federal laws of Canada, without giving effect to conflicts of laws rules and the provisions of the United Nations Convention for the International Sale of goods. Both parties hereby expressly and irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising out of or in connection with these Terms.