

# Standard Terms and Conditions of Sale

## For

Farr Canada Corp.  
14755-121A Avenue NW  
Edmonton, Alberta, Canada  
T5L 2T2

Superior Manufacturing & Hydraulics, Inc.  
4225 Highway 90 East  
Broussard, Louisiana, USA  
70518

Peerless Limited  
575 Page Avenue  
Penticton, British Columbia, Canada  
V2A 6P3

Precision Die Technologies LLC,  
4225 1/2 Highway 90 East,  
Broussard, Louisiana, USA  
70518

Inotec Coatings & Hydraulics Inc.  
4263 – 95 Street NW  
Edmonton, Alberta, Canada  
T6E 5R6

## Divisions and Subsidiaries of McCoy Corporation

### 1. GENERAL

The sale of goods and provision of services by the companies listed above; collectively and individually known as SELLER, are subject to the following STANDARD TERMS AND CONDITIONS OF SALE. The purchaser of the goods and services shall be hereinafter referred to as PURCHASER. Upon the date of acceptance by PURCHASER of the SELLER's quotation or acceptance of PURCHASER's purchase order by SELLER, PURCHASER and SELLER shall be deemed on that date to have entered into a legally binding and enforceable agreement of the purchase and sale for the goods and services described therein and, together with these Standard Terms and Conditions of Sale, shall constitute the "Agreement".

NOTWITHSTANDING THE TERMS AND CONDITIONS CONTAINED IN ANY AGREEMENT, NO TERMS AND CONDITIONS CONTAINED IN ANY PURCHASE ORDER PLACED WITH SELLER, OTHER THAN THOSE STATED HEREIN, SHALL BE BINDING ON SELLER, UNLESS HEREAFTER MADE IN WRITING, SPECIFICALLY REFERRING TO THE MODIFIED TERMS AND CONDITIONS AND SIGNED BY AN AUTHORIZED OFFICER OF SELLER. IN ALL OTHER EVENTS THESE STANDARD TERMS AND CONDITIONS OF SALE SHALL GOVERN ANY PURCHASE ORDER PLACED WITH SELLER.

THESE TERMS AND CONDITIONS WILL SUPERSEDE AND GOVERN ALL AGREEMENTS BETWEEN THE PARTIES RELATIVE TO THIS TRANSACTION, AND THERE IS NO AGREEMENT COLLATERAL HERETO (WHETHER ENTERED INTO BEFORE OR AFTER THE ORDER IS PLACED WITH SELLER) OR ANY REPRESENTATION OR WARRANTY WHICH SHALL BE BINDING UPON SELLER UNLESS SIGNED BY AN AUTHORIZED OFFICER OF SELLER.

### 2. PURCHASER ACKNOWLEDGEMENT

SELLER reserves the right to require an authorized representative of the PURCHASER to provide to SELLER such written evidence as an authorized representative of SELLER may reasonably require acknowledging to PURCHASER's acceptance of these STANDARD TERMS AND CONDITIONS OF SALE. Notwithstanding that no such written evidence is provided, these STANDARD TERMS AND CONDITIONS shall constitute part of the Agreement.

### 3. VALIDITY

SELLER's quoted prices for goods and services are valid only for the time period stated in SELLER's written quotation.

### 4. DELIVERY OF GOODS

SELLER's goods and services are supplied in accordance with INCOTERMS 2010. SELLER has sole discretion to determine the factory location for the provision of the goods and services. If the Agreement does not specify a delivery date for the goods and services, the delivery date shall be determined by SELLER and notice of such delivery date shall be provided by SELLER to PURCHASER. Actual delivery time will be subject to availability of manufacturing capacity at the date of the Agreement. Title to goods and risk of loss pass to PURCHASER in accordance with INCOTERMS 2010. Claims for any damage, shortage or loss in transit of goods supplied by SELLER must be made by PURCHASER to the carrier.

### 5. PAYMENT TERMS

Unless otherwise specified in the Agreement the following shall apply:

- SELLER may require deposits, letters of credit or down payments at time of placement of order as specified in the Agreement. No interest or other amounts will be required to be accrued or paid by SELLER to PURCHASER

in connection with such advance payments. All deposits are considered nonrefundable unless order is cancelled by PURCHASER within one (1) week of the date of the Agreement.

- All letters of credit will be irrevocable, confirmed and drawn against a banking facility pre-approved by the SELLER. All letter of credit charges are responsibility of PURCHASER.
- PURCHASER agrees to pay all applicable taxes.
- Payment in full is required prior to delivery of goods or provision of services by SELLER. Payments are to be made by wire transfer unless otherwise indicated in the Agreement.

In the event credit is applied for and granted to PURCHASER, terms and credit limits shall be established in the Agreement. All amounts beyond set credit limits will be paid in full by PURCHASER prior to delivery. Payments for amounts within set credit limits are due in full from PURCHASER within thirty (30) days from the date goods are shipped or services are provided by SELLER, without setoff or deduction for any reason whatsoever.

SELLER may, in its sole discretion, charge interest at the rate of 18% per annum on past due amounts, calculated and compounded monthly, not in advance, until paid in full.

### 6. PENALTY FOR FAILURE TO ACCEPT GOODS

In any case where credit is granted and unless otherwise specified in the Agreement, if the full payment is not received by SELLER within thirty (30) days after notification of availability of goods for shipment, SELLER may, in its sole discretion, charge interest at the rate of 18% per annum on unpaid amounts, calculated and compounded monthly, not in advance, until paid in full. The PURCHASER also agrees to pay all reasonable legal expenses and agency commissions sustained by SELLER in pursuit of any payment which is past due, on a full indemnity basis. The remaining balance, plus all accrued interest, must be paid before SELLER ships the goods to PURCHASER. Should PURCHASER fail to deliver the remaining payment balance owed, plus the accrued interest within ninety (90) days after notification, SELLER reserves the right to sell and/or restock the goods, in accordance with the conditions set forth in CANCELLATION (paragraph 7 below).

### 7. CANCELLATION

Should PURCHASER cancel its order with SELLER within one (1) week following the date of the Agreement, SELLER will refund any deposit or down payment. If PURCHASER cancels its order after one (1) week following the date of the Agreement, PURCHASER agrees that SELLER may retain all, or any portion thereof, of the deposit or down payment based upon the material and labor utilized to the time of cancellation as determined by SELLER in its sole discretion. PURCHASER further agrees that SELLER may invoice, and the PURCHASER will pay SELLER's invoice within thirty (30) days from date of cancellation, plus all reasonable cancellation charges due to the SELLER for an amount not to exceed 100% of the total quoted purchase price based upon material and labor utilized up to the time of cancellation. PURCHASER further agrees that if the cancellation charges are not received by SELLER within thirty (30) days from the date of the invoice for the cancellation charges, SELLER may, in its sole discretion, charge interest at the rate of 18% per annum on unpaid amounts, calculated and compounded monthly, not in advance, until paid in full.

PURCHASER also agrees to pay all reasonable legal expenses and agency commissions sustained by SELLER in pursuit of any payment which is past due, on a full indemnity basis.

### 8. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under the Agreement (other than for delay in the payment of any amount due and payable including accrued interest prior to the date of the Force Majeure, as hereafter defined) to the extent such failure or delay is caused by reasons of force majeure beyond that party's reasonable control and not caused by that party's fault or negligence ("Force Majeure") including, but not limited to, the occurrence of natural disasters such as earthquakes, hurricanes and floods, the occurrence of war, riot or other major upheaval, the imposition of trade sanctions or trade embargoes, the failure of suppliers, subcontractors, and carriers, and/or other necessary parties to substantially meet that party's performance obligations under the Agreement. As a condition precedent to the non-performing party's claim of Force Majeure, the non-performing party must give written notice to the other party, within five (5) days after the Force Majeure, and provide complete details in respect of the occurrence of the cause relied upon to excuse performance. The dates by which performance obligations are scheduled to be met will be extended for that period of time which is equal to the time lost due to any delay caused by the Force Majeure. If a Force Majeure event occurs while SELLER is providing service work at a PURCHASER location, then SELLER will be paid at its then applicable technician stand-by rates during any such Force Majeure event. SELLER shall submit its invoice for the payment of such charges which shall be paid within thirty (30) days from the date of such invoice. The failure to pay for such charge shall release SELLER from any further performance obligation under the Agreement. If the Force Majeure event extends for a period of more than forty-five (45) days, PURCHASER has the right to cancel its order and in that event, SELLER will refund any deposit or down payment after deducting the expenses that have been incurred by SELLER up to the date of receipt of notice by SELLER of the Force Majeure event, as determined by SELLER in its sole discretion.

#### **9. LIMITED WARRANTY**

Unless otherwise specified in writing in the Agreement, SELLER warrants its goods to be free from defects in materials and workmanship for a period of one (1) year from date of shipment from SELLER's factory location. Should any part of such goods be found, under normal use and service during the warranty period to be defective, SELLER will repair or replace such goods at its factory location, provided such defective product or part is returned to that location by the PURCHASER on a prepaid freight basis, that the SELLER return material authorization number, invoice number and PURCHASER'S purchase order number are noted on the shipping container and that inspection of the original goods establishes the claim defect to the satisfaction of the SELLER in its sole discretion. The warranty shall not apply to goods upon which repairs or alterations have been made (unless authorized by SELLER in writing) or for goods misused, neglected and/or incorrectly installed or operated.

SELLER provides no warranty with respect to components manufactured by others which are subject to the warranties of their respective manufacturers that are used in SELLER's goods or sold by SELLER. Should any such component, provided by SELLER, fail within the manufacturer's warranty period, such component must be returned to SELLER by the PURCHASER on a prepaid freight basis in accordance with SELLER's Return Policy (paragraph 11 below) so it can be returned to the original component manufacturer's facility for evaluation and disposition.

Any good that is repaired by SELLER is warranted to be free from defects in materials and workmanship for a period of ninety (90) days from the date of completion of repair or the remaining portion of the original one (1) year warranty, whichever is longer. The warranty shall not apply to goods upon which repairs or alterations have been made (unless authorized by SELLER) or for goods misused, neglected and/or incorrectly installed or operated.

On-site warranty service may be provided by SELLER upon request by PURCHASER, and subject to conditions contained in section 10 below, during the original one (1) year warranty period for SELLER's goods which cannot be returned by the PURCHASER to SELLER'S designated service location due to logistical or financial reasons acceptable to SELLER. PURCHASER will be responsible for all normal travel and living expenses incurred by SELLER's technicians during any warranty service call and all costs associated with the transportation, taxes, duties and importation costs of all replacement components. PURCHASER will also be responsible for the transportation, importation and exportation expenses associated with any special tools required for this warranty work. PURCHASER will not be responsible for

daily service charges associated with on-site repairs which are determined by SELLER to be a covered warranty defect. Daily service charges for repairs determined by SELLER to be the result of misuse, neglect, modification or incorrect installation or operation will be the responsibility of PURCHASER.

SELLER's liability under this warranty is limited to such repair or replacement subject to the conditions stated herein, and SELLER shall not, in any event, be held liable for any special, incidental, consequential or contingent damages, loss of profits or revenues, or for any claims, damages, costs or expenses (including legal expenses) or delay caused by defective material or workmanship and no allowance will be made for repairs, replacements and/or alterations unless made with SELLER's prior written approval. SELLER makes no warranty of merchantability or fitness for a particular purpose and shall not be liable for any guarantees or warranties, express or implied, except those expressly set forth herein.

To the extent that any provision of this warranty is found to be unenforceable in any jurisdiction, then in that event, such provision shall be considered to be of no force or effect but the remainder of the warranty shall not be affected thereby.

#### **10. FIELD SERVICE SUPPORT**

SELLER may provide qualified technicians to provide field service support for final installation, commissioning, training and required service regardless of whether such work is determined by SELLER to be warranty work. SELLER reserves the right to decline to provide field service support upon request if qualified technicians are unavailable or if logistical issues and/or if geopolitical situations may, in SELLER's discretion, jeopardize the personal safety of SELLER's personnel. When technicians are dispatched to provide field service support, PURCHASER agrees to provide a purchase order for the amount of the estimated service costs, paid within thirty (30) days from invoice, in respect of all SELLER's charges, including the prevailing daily service charges, mileage charges, normal travel and living expenses from the time that SELLER's technician leaves SELLER's designated point of origin until the time that the technicians return to the point of origin. All such charges which exceed PURCHASER's approved available credit limit at the time of any field service call, must be prepaid to SELLER by PURCHASER before mobilization. SELLER shall have no obligation to supply such technician until such charges are paid, unless alternative terms or credit limits determined by SELLER are established. Any parts which are deemed by SELLER's technicians to be defective in material or workmanship will be provided free of charge to PURCHASER during the warranty term as stated above; however, PURCHASER will be responsible for all transportation and importation costs associated with these components. Reimbursement to PURCHASER by SELLER for any excess prepaid costs, or for costs of parts replaced under warranty, will be made to PURCHASER within thirty (30) days from the date of SELLER's technician return to SELLER's designated point of origin or the date of receipt of the defective parts in the SELLER's designated location, whichever is later.

When SELLER provides field services support for final installation, commissioning and training PURCHASER'S personnel for certain goods (including bucking units), PURCHASER will be responsible for providing utilities, materials and labor to prepare the site for installation and pre-install goods in accordance with SELLER's written requirements. Failure of PURCHASER to complete these responsibilities prior to the arrival of SELLER's service personnel will result in additional charges and/or delays in completion of final installation and commissioning. If required, PURCHASER is to provide a technical translator familiar with the English language and in particular, familiar with oilfield industrial or transportation terminology to facilitate this process. Should the stay of SELLER's service personnel be extended as a result of causes beyond the control of SELLER or SELLER's personnel, PURCHASER agrees to reimburse SELLER for those documented expenses in excess of the pre-paid estimated or approved available credit limit amount within fourteen (14) days from invoice. SELLER may, in its sole discretion, charge interest at the rate of 18% per annum on unpaid amounts, calculated and compounded monthly, not in advance until paid in full. PURCHASER also agrees to pay all reasonable legal expenses and agency commissions sustained by SELLER in pursuit of any payment which is past due, on a full indemnity basis.

#### **11. RETURNS**

SELLER's return policy is independent from SELLER's warranty and service policies. SELLER must authorize, in writing, any returns before any return

will be considered by SELLER for any refund. Goods returned without prior written authorization by SELLER will not be accepted. SELLER return material authorization number, invoice number and PURCHASER'S purchase order number must be noted on the shipping container and all supporting documentation accompanying any authorized return shipment. Returns will be accepted only on new, unused, and/or standard stock goods returned within thirty (30) days of the date of the Agreement. PURCHASER must return goods on a freight prepaid basis. SELLER may, in its sole discretion, accept for return other items such as custom made goods, special order goods or goods requiring special processing. If SELLER decides to accept for return such goods, SELLER may charge PURCHASER a restocking fee in order to do so. Electrical or electronic goods will not be accepted for return unless such goods fail to meet specifications or were shipped in error. A credit memo will be issued for those items determined by SELLER to be in compliance with this return policy. A credit memo will be issued for original freight charges only in those cases where the goods were defective, were shipped incorrectly and/or failed to perform as specified.

## **12. CHANGES**

Any requests for changes to the order for goods or services after the date of the Agreement will not be effective unless accepted in writing by both parties. Any request for changes must be initiated by the party seeking the change in the form of a written notice of such request. The request for such change can be for one or more of the following: (1) the goods (2) the specifications, drawings, designs or other such technical criteria; (3) field service needs; (4) goods quantities; (5) delivery dates; and (6) method or location of delivery. Notwithstanding the foregoing, SELLER expressly reserves its right to change, discontinue and/or modify the design and manufacture of its goods without obligation to furnish, retrofit or install goods previously or subsequently sold.

## **13. CONFIDENTIAL INFORMATION, TECHNOLOGY AND PROPRIETARY RIGHTS**

The parties acknowledge that certain confidential information may be exchanged in the course of executing this Agreement and that all aspects of all discussions and materials exchanged will be treated as confidential and will not be disclosed to any third parties, except as permitted herein. Both parties agree to protect the other parties' confidential information by not discussing, disclosing, copying and/or distributing this information to any employee who is not actively involved in the project. Furthermore, the terms of employment for employees involved in this project must include an agreement to protect the confidentiality of both parties' confidential information. Examples of confidential information include, but are not limited to, bids or proposals, methods of manufacturing, engineering or manufacturing drawings, specifications and tolerances, operating procedures and processes, test reports, test methods, control systems, computer programs and instructions and similar information which is not available (or should not be made available) to competitors. Both parties agree to specifically label all confidential information as such. No written information shall be regarded as confidential information if it is not labeled or if it can be shown that such information: 1) is already in the public domain; 2) is already known to the other party; 3) is independently developed by the other party; 4) is disclosed by a third party through no fault of either party; and 5) is required by either party to be disclosed under applicable law or by a court of competent jurisdiction.

Any confidentiality obligation imposed by this agreement may be waived by written agreement of the parties. The parties acknowledge that their respective obligations hereunder will survive termination for a period of five (5) years after the effective date of termination of this Agreement. Within thirty (30) days after the effective date of termination of this Agreement, all written confidential information belonging to the other party will be returned or destroyed.

To the extent necessary to obtain subcontractor bids, to present design proposals to qualified customers, or to obtain governmental or regulatory body assessment/approval, SELLER is permitted to supply select portions of the confidential information to such third parties. Any such disclosure shall be reviewed and approved in writing by PURCHASER. Submissions of confidential information to third parties must be made under a signed confidentiality agreement prohibiting unauthorized disclosure, reproduction in any form, distribution or use of such information. Third parties are required to agree to return all confidential information upon request.

Both parties agree that the other party currently possesses certain core technology and proprietary rights to ideas, goods and processes related to their

own area of expertise and business. Technology includes, but is not limited to, confidential and proprietary information developed by either party concerning their own existing or proposed goods and services, trade secrets and technical data. Proprietary rights include, but are not limited to, existing and proposed goods or methods which are covered by issued patents, pending patents or which are under review or development. The Agreement does not transfer the rights to one party's technology or proprietary rights to the other party or permit use of such rights except as expressly permitted by the Agreement. All documents, drawings, specifications, procedures, processes, methods and systems, which are developed by one party and supplied to the other party will remain the property of the originating party. Both parties agree not to design or build identical or similar goods either in part or in whole for any third party or for their own use using the other party's technology or proprietary rights.

## **14. INDEMNIFICATION FOR PATENT INFRINGEMENT**

SELLER agrees to indemnify the PURCHASER, in respect of all losses, claims, damages, costs and expenses, including legal expenses on a full indemnity basis, arising out of patent infringement claims arising from the purchase and normal utilization of the goods or services under the Agreement. PURCHASER agrees to indemnify SELLER, in respect of all losses, claims, damages, costs and expenses, including legal expenses on a full indemnity basis, arising out of patent infringement claims arising from modifications made by PURCHASER to SELLER's goods unless such modification has been approved by SELLER in writing.

## **15. INSURANCE**

Both parties agree to maintain adequate insurance to support each party's obligations under this Agreement. Upon written request by one party, the other party shall furnish to the requesting party certificates of insurance to evidence that adequate insurance is in place and is in full force and effect.

## **16. COMPLIANCE WITH ANTI-CORRUPTION LAWS**

PURCHASER represents and warrants, in connection with the transactions contemplated by this Agreement, and any other agreement contemplated by or entered into pursuant to this Agreement, that it shall take no action, directly or indirectly, that would constitute a violation of the United States Foreign Corrupt Practices Act, Canadian Corruption of Foreign Public Officials Act or any other applicable anti-bribery or anti-corruption law, convention or regulation (collectively, "anti-corruption laws").

PURCHASER acknowledges and confirms that it and its officers, directors, employees, agents, contractors, designees and/or any other party acting on its behalf (collectively, "Related Parties") are familiar with the provisions of the anti-corruption laws. PURCHASER hereby agrees to indemnify, defend and hold harmless SELLER and its employees from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by PURCHASER or any of its Related Parties of this paragraph.

SELLER reserves the right to terminate the Agreement in its entirety, without liability to PURCHASER, if SELLER has a good faith basis for believing PURCHASER or any of its Related Parties has violated or intends to violate any country's anti-corruption laws.

## **17. COMPLIANCE WITH EXPORT RESTRICTIONS**

SELLER's products may be subject to the export control laws of the United States, Canada or other countries where its products are sold. PURCHASER acknowledges that it will comply with all such laws and regulations, and obtain all licenses to export, re-export or import Seller's products as may be required. PURCHASER will not, without first obtaining any necessary licenses, export or re-export any of SELLER's products, proprietary information or related technical data: (i) for any prohibited end uses; (ii) to any prohibited destinations; or (iii) to any individuals or entities that are presently on any denied party lists. Diversion contrary to U.S. law is prohibited.

PURCHASER agrees to assist SELLER in obtaining any necessary export licenses or end-use statements for SELLER's goods or services required for SELLER to deliver its goods and services to PURCHASER.

SELLER shall not be liable to PURCHASER for any failure to provide goods, services or technical data as a result of any of the following governmental actions: (1) refusal to grant export or re-export licenses; or (2) cancellation of export or re-export licenses.

SELLER reserves the right to not ship the goods or services and terminate the Agreement in its entirety, without liability to PURCHASER, if SELLER has a good faith basis for believing PURCHASER or any of its Related Parties has

violated, or intends to violate, any country's export regulations.

PURCHASER hereby agrees to indemnify, defend and hold harmless SELLER and its employees from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by PURCHASER or any of its Related Parties of this Section 17.

#### **18. WAIVER**

The failure of either party to enforce any provision hereof will not constitute a waiver or preclude subsequent enforcement thereof. Waiver by a party of any breach of these provisions shall not be construed as waiver of any other breach.

#### **19. SEVERABILITY**

The fact that a provision contained herein is held invalid, illegal or unenforceable by a court of competent jurisdiction will not affect the other provisions hereof.

#### **20. GOVERNING LAW**

This Agreement shall be governed by the laws of Alberta, Canada for all goods and services provided, delivered or rendered by FARR Canada, Rebel Metal Fabricators LTD, Peerless Limited or 1527490 Alberta Ltd. (operating as McCoy Parts & Service), (a "Canadian Provider"), exclusive of its conflicts of laws rules and principles, including such rules or principles therein that would require the application of The United Nations Convention on Contracts for the International Sale of Goods ("CISG"). This Agreement shall be governed by the laws of the State of Texas, USA for all goods and services provided, delivered, or rendered by Superior Manufacturing & Hydraulics Inc. or Precision Die Technologies LLC, (a "U.S. Provider"), exclusive of its conflicts of laws rules and principles, including such rules or principles therein that would require the application of CISG. Each jurisdiction shall be the "Designated Jurisdiction" for the respective Canadian Provider or U.S. Provider as applicable. Each of SELLER and PURCHASER irrevocably agree that any legal proceeding seeking the enforcement or interpretation of the Agreement may be brought in the courts located in the Designated Jurisdiction. Each party hereby irrevocably submits itself to the jurisdiction of any such courts, and waives any objection it may now or hereafter have to the placing of venue in any such courts and any right to remove any such action or proceeding to another court.

#### **21. LEGAL EXPENSES**

In the event it is necessary for any party to enforce any provision of the Agreement, then in that event, the prevailing party shall be entitled to recover reasonable legal expenses on a full indemnity basis.

#### **22. NOTICES**

All notices required or permitted to be given hereunder must be in writing and shall be deemed effectively given when received or, if not received, when deposited with the post office as certified mail, return receipt requested, to the address of the party as contained in the Agreement, or as otherwise provided by either party upon notice to the other party.

#### **23. SCOPE OF GOODS AND SERVICES TO BE PROVIDED**

SELLER will provide to PURCHASER the goods and/or perform services as described in and subject to the terms and conditions of this Agreement which may be amended or modified by supplementary change orders agreed to by both parties in such event, the goods and/or services to be provided shall be deemed to include the goods and/or services described in such supplementary change orders.

SELLER will provide such resources and utilize such employees and/or third party consultants as it deems necessary to provide the goods and services. The manner and means used by SELLER to perform the services desired by the PURCHASER are in the sole discretion and control of SELLER. SELLER shall use commercially reasonable efforts to meet the schedules and times of performance for the services as set forth in the Agreement.

PURCHASER agrees to provide SELLER with such information, materials, and technology owned or controlled by PURCHASER as SELLER reasonably requires to provide the goods and services. PURCHASER hereby grants SELLER a royalty-free, non-exclusive, world-wide license to use PURCHASER's technology, and all PURCHASER intellectual property rights covering such PURCHASER's technology solely in order for SELLER to provide the goods and services during the term of and in accordance with the Agreement. PURCHASER agrees to obtain for SELLER the right to use, for the purpose of providing the goods and services, such third party information, materials and technology, and any intellectual property rights therein, as SELLER reasonably requires in order to provide the goods and services.

SELLER reserves the right to drawback of duty paid on materials used in the

manufacture of the goods sold to PURCHASER. PURCHASER agrees to provide SELLER proof of exportation, as well as any other relevant documents, and to cooperate with SELLER to facilitate the collection of such drawback.

PURCHASER and SELLER agree to cooperate in good faith to permit SELLER to provide the goods and services in a timely and professional manner. PURCHASER understands and agrees that SELLER's provision of the goods and services may depend on the completion of certain PURCHASER tasks or adherence to PURCHASER schedules within PURCHASER's control; consequently the schedule for provision of the goods and services or any portion thereof may require adjustments or changes in the event such PURCHASER tasks or schedules change or are modified or are not completed as anticipated. SELLER shall bear no liability or otherwise be responsible for delays in the provision of goods and services or any portion thereof occasioned by PURCHASER's failure to complete in a timely manner a PURCHASER task or adhere to a PURCHASER schedule.

#### **24. ASSIGNMENT; SOURCE OF PRODUCTION**

PURCHASER shall not assign its rights or obligations hereunder without the prior written consent of SELLER, which consent shall not be unreasonably withheld or delayed. Any attempted assignment in contravention of the foregoing shall be void and of no force or effect.

Subject to compliance with PURCHASER's applicable product quality, specifications and delivery requirements specified in the Agreement, SELLER reserves the right to source production of the goods supplied hereunder from any facilities which are owned by any entity controlling, controlled by or under common control with SELLER. SELLER shall have no responsibility for meeting PURCHASER's country-of-origin product content requirements (if any) unless SELLER is notified in writing of such requirements at the time PURCHASER places its order with SELLER, or in the case of standing orders, at or before the latest time PURCHASER may place an order in accordance with SELLER's production scheduling requirements.

#### **25. CONSTRUCTION**

No provision of this contract may be construed against SELLER as the drafting party. The term "including" means "including without limitation." The term "days" means calendar days unless otherwise expressly stated.

#### **26. TERMINATION**

In addition to any other remedies available to SELLER at law, SELLER may terminate the Agreement with the PURCHASER in the event that:

- (a) PURCHASER fails to perform its obligations under or otherwise breaches any provisions of the Agreement or any other contract between PURCHASER and SELLER or any of SELLER's affiliates;
- (b) PURCHASER ceases to carry on its business substantially as such business is conducted on the date of the Agreement and such change in circumstances modifies SELLER's obligations or impairs either party's ability to discharge its obligations under the Agreement;
- (c) PURCHASER is the subject of creditor protection of bankruptcy, reorganization, liquidation receivership or similar proceedings;
- (d) PURCHASER is unable to pay its debts as they become due;
- (e) Any term, condition or provision of the Agreement or any other contract between the PURCHASER and SELLER becomes invalid or illegal under any applicable law, rule or regulation; or
- (f) An event of Force Majeure listed in paragraph 8 above continues for a period of more than forty five (45) days.