

The services to be rendered, or goods to be provided by Vendor at the request of West Lake Energy Corp., ("**WLEC**") shall only be provided in accordance with, and subject to the following terms and conditions ("**Terms**").

## 1. Definitions

- 1.1. For purposes of these Terms, capitalized words or expressions which are not defined in this section shall have the meanings given to them elsewhere in these Terms and capitalized words or expressions which are defined in this section shall have the meanings hereby assigned to them below:
  - "Affiliate" means Persons that, directly or indirectly, now or hereafter, own or control, are owned or controlled by, or are under common ownership or control of WLEC, where "control" means at least a fifty percent (50%) ownership interest.
  - "Applicable Laws" means all statutes, laws, rules, orders and regulations in effect from time to time, made by governments, governmental boards or agencies having relevant jurisdiction, and includes any amendment, or modification of any existing Applicable Laws.
  - "Contractual Documents" means these Terms and any WLEC generated Work plans, drawings or specifications referred to therein and/or attached as schedules thereto or any other document to which these Terms are incorporated by reference.
  - "Delivery Date" means the agreed date by which a Vendor and/or Subcontractor must deliver the Goods and/or complete the Services in accordance to the Agreement.
  - "Destination" wherever the Vendor provides Work as set out in the Agreement or specified by WLEC from time to time.
  - "Goods" means any and all goods, materials, supplies, equipment, methods, processes, designs, information, and any other items or things (whether tangible or intangible) provided by the Vendor to WLEC.
  - "Party" or "Parties" means a party to the Agreement.
  - "Person" means any natural person, partnership (limited, general, or other), joint venture (limited or otherwise), company (limited liability or otherwise), corporation, association, governmental authority, or any other legal entity of whatever kind or nature, together with any combination of one or more of the foregoing.
  - "Price" or "Prices" means the price payable to the Vendor under the Agreement for the provision of the Work and its performance of its contractual obligations.
  - "Purchase Order" means any agreement, work order/authorization, purchase or other requisition document, whether verbal or written, electronic or paper in respect of any Work requested by WLEC, and which is accepted by the Vendor.
  - "Services" means any and all services and/or operations the Vendor performs for WLEC; as well as any matters not expressly described in the Agreement, but which are nevertheless necessary or reasonably inferable for the proper performance of such services. Services includes the work product derived from such Services.
  - "Subcontractor" or "Subcontractors" means any supplier, distributor, vendor, or firm who has a contract with the Vendor to furnish Goods or Services on behalf of, to, or for the Vendor or another Subcontractor.
  - "Valid Invoice" an invoice issued by the Vendor to WLEC, an Affiliate of WLEC, or any other entity as advised by WLEC from time to time that complies with invoicing procedures and standards provided by WLEC.
  - "Vendor" or "Vendors" means the Party whom WLEC has requested provide the Work.
  - "Work" means the Goods and/or Services set out in, or to be provided pursuant to the Agreement.
  - "West Lake Energy Corp." or "WLEC" means West Lake Energy Corp., its Affiliates and West Lake Personnel.
  - "West Lake Personnel" include company officers, directors, managers, employees, consultants, contractors, subcontractors and agents of WLEC.

## 2. Applicability

- 2.1. These Terms are the only terms and conditions, which govern the provision of any Work, which WLEC elects to pursue from the Vendor. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties, with respect to the Work to be provided by the Vendor, is in existence at the time any new Work is issued, WLEC may in its sole discretion, decide that the terms and conditions of such existing contract shall remain in effect except to the extent they are inconsistent with these Terms.
- 2.2. Save as set out in section 2.1, the Purchase Order, Contractual Documents and the Terms (collectively, "**Agreement**") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Vendor's general terms and conditions of sale regardless of whether or when Vendor has submitted its sales confirmation or such terms and conditions. The Agreement expressly limits Vendor's acceptance of any offer to provide Goods or Services to the Terms. Fulfilment of the Work set out in the Purchase Order or Agreement constitutes acceptance of these Terms.

## 3. Shipment, Delivery, Acceptance and Ownership

- 3.1. Unless otherwise agreed to, Goods shall be Delivered Duty Paid ("**DDP**") to Destination in accordance with Incoterms 2020.
- 3.2. The Vendor will ensure the Goods arrive at the Destination on or prior to the Delivery Date. The Vendor agrees that WLEC shall have the right to have the Goods inspected, tested and/or audited, as the context requires, either before shipping or within a reasonable time after delivery. If inspection, testing, and/or auditing is conducted prior to shipping, such inspection, test and/or audit shall be performed by WLEC or its agent during normal business hours, upon reasonable notice and at no additional cost to WLEC. The Vendor



# Purchase Terms and Conditions

shall provide all necessary assistance and the facilities reasonably required to perform such inspection, test, and/or audit. Upon completion of the inspection, testing, and/or audit as applicable, WLEC may give the Vendor notice of rejection or revocation of acceptance, as the context requires, notwithstanding any payment, passage of title, approval or prior test or inspection conducted by a person other than WLEC or its agent. Under such circumstances, WLEC will have the right, in addition to any other rights and remedies it may have, in its sole discretion, to:

- a. return any and/or all non-conforming Goods to the Vendor for replacement, reimbursement, credit, or repair;
  - b. require the Vendor to rework, repair, and/or replace the defective Work with all costs associated therewith to be charged to and be paid by the Vendor; or
  - c. hold any or all non-conforming Goods, at the Vendor's risk and expense, until they can be repaired, replaced or disposed of in accordance with WLEC's instruction.
- 3.3. Neither the inspection, testing, nor auditing of the Goods, nor the failure to do so, shall constitute acceptance of the Goods, relieve the Vendor from any obligation under the Agreement or limit, revoke or waive any right or remedy of WLEC with respect to the Vendor's performance hereunder.
- 3.4. If Vendor delivers more or less than the quantity of Goods ordered, WLEC may reject all or any excess Goods. Any such rejected Goods shall be returned to Vendor at Vendor's sole risk and expense. If WLEC does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
- 3.5. Title and risk of loss passes to WLEC upon delivery of the Goods at the Destination and acceptance by WLEC. Vendor bears all risk of loss or damage to the Goods until delivery of the Goods to, and acceptance by WLEC at the Destination. Title to any Services, including any work product derived from such Services, shall vest in WLEC as such Services are performed and such work product is derived.

## 4. Invoicing, Price and Payment

- 4.1. WLEC will pay the Price for Work provided under the Agreement, subject as applicable, to the delivery and acceptance of the Good(s), which conform to the Agreement at the Destination, and/or the performance of Services, which conform to the Agreement.
- 4.2. Unless otherwise directed by WLEC, Vendor shall invoice WLEC electronically, at Vendor's sole expense. Vendor is authorized to, and shall, submit Valid Invoices and required information directly to WLEC's authorized Accounts Payable Electronic Invoicing / Workflow Approval System ("E-Invoicing"). Vendor further understands that WLEC may utilize E-Invoicing, at WLEC's sole discretion, to facilitate WLEC's order and invoicing processes, and such use may entail disclosure of information about the Vendor and the receipt and processing of any Agreement and/or other related documentation to a third-party. Any such disclosure of information shall be under confidentiality obligations reasonably consistent with those agreed upon by WLEC and Vendor.
- 4.3. If the Vendor fails to submit a Valid Invoice to WLEC within 180 days, following WLEC's acceptance of the Work that would be the subject matter of that Valid Invoice, then Vendor waives its right to payment for the Work and WLEC is relieved of any obligations to pay for any Work not invoiced in accordance with this section 4.3.
- 4.4. All Prices quoted are in Canadian Dollars ("CAD\$"), unless otherwise stated. Provided the obligations of the Vendor under the Agreement have been satisfied, all payments will be made within 50 days after receipt of a Valid Invoice unless otherwise stated.
- 4.5. The Vendor warrants that the Prices set forth in the Agreement match those set forth in the Valid Invoice, are complete and that no additional charges of any type, including but not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating will be added without WLEC's prior written consent per Section 21 (Notices). Where WLEC's consent is provided, goods and services taxes and other similar value-added or sales taxes, fees, charges and levies imposed on the supply of the Work pursuant to Applicable Law shall be shown as separate items on all Valid Invoices provided by the Vendor.
- 4.6. Vendor shall be liable for, and responsible for the payment of, and shall save WLEC harmless from and against any claims relating to, all taxes, assessments, levies and other amounts payable by, or to be collected or withheld and remitted by, Vendor pursuant to Applicable Law, including all penalties, fines, interest and other similar amounts imposed by Applicable Law, or otherwise on Vendor with respect to such amounts.
- 4.7. WLEC may, if required by Applicable Law, deduct or withhold from any payment made under the Agreement, any amounts that are required to be deducted or withheld in respect of taxes, levies, assessments or other similar amounts payable under Applicable Law and shall remit such amounts to the relevant governmental authority.
- 4.8. WLEC may, in addition to any other amounts to be retained or withheld under this Agreement, retain from any sums otherwise payable to Vendor, amounts sufficient to satisfy any amounts payable or owing by Vendor to WLEC under the Agreement. Any indebtedness of the Vendor to WLEC under the Agreement or any other agreements may, at WLEC's option, be set-off against the indebtedness of WLEC under the Valid Invoice.
- 4.9. No increase in the Price is effective, whether due to increased material, labour, or transportation costs or otherwise, without the prior written consent of WLEC per Section 21 (Notices).
- 4.10. In the event of a payment dispute, WLEC shall reject any or all invoices provided through E-Invoicing, which fail to list all disputed items and provide a reasonably detailed description of each disputed item(s). The Parties shall seek to resolve all such disputes expeditiously and in good faith. Vendor shall continue performing its obligations under the Agreement notwithstanding any such payment dispute.

## 5. Vendor's Obligations Regarding Work

- 5.1. Vendor shall:
  - 5.1.1. before the date on which the Work is to start, obtain, and at all times during the term of the Agreement, maintain, all necessary permits, licences and consents and comply with all Applicable Laws relevant to the provision of the Work;



# Purchase Terms and Conditions

- 5.1.2. comply with all rules, regulations, and policies of WLEC, including security procedures concerning systems, data and remote access thereto, building security procedures, access site, to and general health and safety practices and procedures;
- 5.1.3. provide the Work safely, efficiently, diligently and carefully in a good and professional manner exercising the level of skill, care and diligence of a competent, reputable and experienced contractor specializing in services and work similar to the Work, in strict conformity with the Agreement, and any specification(s), provided in, or pursuant to the Agreement;
- 5.1.4. maintain complete and accurate records relating to the provision of the Work under the Agreement, including records of the time spent and materials used by Vendor in providing the Work in such form as WLEC shall approve. During the term of the Agreement, and for a period of 7 years thereafter, upon WLEC's written request per Section 21 (Notices), Vendor shall allow WLEC to inspect and make copies of such records and interview Vendor personnel in connection with the provision of the Work;
- 5.1.5. obtain WLEC's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all Subcontractors and affiliates of Vendor, other than Vendor's employees, to provide any Services to WLEC (each such approved Subcontractors or other third party, a "**Permitted Subcontractor**"). WLEC's approval shall not relieve Vendor of its obligations under the Agreement, and Vendor shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees, and for their compliance with the Agreement as if they were Vendor's own employees. Nothing contained in the Agreement shall create any contractual relationship between WLEC and any Vendor Subcontractors;
- 5.1.6. require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of the Agreement and, upon WLEC's written request, to enter into a non-disclosure or intellectual property assignment or licence agreement in a form that is reasonably satisfactory to WLEC;
- 5.1.7. ensure that all persons, whether employees, agents, Subcontractors, or anyone acting for or on behalf of the Vendor, are properly licensed, certified, or accredited as required by Applicable Law and are suitably skilled, experienced, and qualified to perform the Work;
- 5.1.8. ensure that all of its equipment used in the provision of the Work is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the WLEC; and
- 5.1.9. keep and maintain any WLEC equipment in its possession in good working order, shall not dispose of, or use such equipment other than in accordance with the Agreement or WLEC's written instructions or authorization.

## 6. Change Orders

- 6.1. WLEC may at any time, by written instructions and/or drawings issued to Vendor (each a "**Change Order**"), order changes to the Work. Vendor shall within 5 days of receipt of a Change Order, submit to WLEC a firm cost proposal for any changes in Price arising from the Change Order. If WLEC accepts such cost proposal, Vendor shall proceed with the provision of the Services or Goods changed pursuant to the Change Order, subject to the cost proposal and the Agreement. Vendor acknowledges that a Change Order may or may not entitle Vendor to an adjustment in the Vendor's compensation and/or the performance deadlines set out under the Agreement.

## 7. Conditions and Warranties

- 7.1. Vendor covenants and warrants to WLEC that, all Goods or Services as applicable, will:
  - 7.1.1. be free from any defects in workmanship, material, and design;
  - 7.1.2. be fit for purpose and conform to applicable specifications as specified by WLEC or set out in the Agreement;
  - 7.1.3. comply with all Applicable Laws;
  - 7.1.4. be fit for their intended purpose and operate as intended;
  - 7.1.5. be merchantable, of good and new material and workmanship, free from defects (including latent defects) of workmanship, material and quality;
  - 7.1.6. be free and clear of all liens, security interests, or other encumbrances; and
  - 7.1.7. not infringe or misappropriate any third party's patent or other intellectual property rights.
- 7.2. Vendor warrants to WLEC that it shall perform the Services using personnel of required skill, experience, and qualifications, in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and it shall devote adequate resources to meet its obligations under the Agreement.
- 7.3. Vendor's covenants, representations and warranties for the Work shall apply from commencement of the Services, or the delivery of the Goods as applicable, until 24 months after completion of all the Work. These warranties survive any delivery, inspection, acceptance, or payment of, or for the Work by WLEC. The Vendor shall assign to WLEC any warranties provided by its Subcontractors in relation to their performance of the Work.
- 7.4. The warranties set forth in this Section 7 are cumulative and in addition to any other warranty provided by law or equity. Subject to Applicable Law, any applicable statute of limitations runs from the date of WLEC's discovery of the noncompliance of the Goods or Services with the foregoing conditions and warranties.
- 7.5. If WLEC gives Vendor notice of noncompliance pursuant to this Section 7, Vendor shall, at its own cost and expense, promptly, and not exceeding 3 days from receipt of notice from WLEC, (i) replace or repair the defective or non-conforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or non-conforming Goods to Vendor and the delivery of repaired or replacement Goods to WLEC, and, if applicable, (ii) repair or re-perform the applicable Services. If the Vendor fails to re-perform any non-conforming Services, or replace, repair or correct any non-conforming Good(s), or to commence the same



# Purchase Terms and Conditions

within the timeline set out in this section 7.5, WLEC shall have the right to perform or to retain a third party to perform the applicable Services and/or to make the necessary repairs or corrections to, or to replace, the applicable Good(s), as the case may be, at the sole cost and expense of the Vendor.

## 8. General Indemnification

- 8.1. Vendor shall defend, indemnify, and hold harmless WLEC, its subsidiaries, Affiliates, successors, or assigns and their respective directors, officers, shareholders and all West Lake Personnel (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable legal fees and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of, or occurring in connection with the Goods and Services purchased from Vendor, or from Vendor's acts, omissions, negligence, wilful misconduct, or breach of the Agreement. Vendor shall not enter into any settlement without WLEC's prior written consent.
- 8.2. Vendor shall indemnify, defend and hold WLEC harmless from and against any and all claims made by third parties for damage to, or loss of third-party property, and injury to or death of any third party, in each case, to the extent caused by Vendor and arising out of or in relation to the Vendor's performance of the Agreement.

## 9. Intellectual Property Indemnification

- 9.1. Vendor shall, at its expense, defend, indemnify, and hold harmless WLEC and any Indemnitee against any and all Losses arising out of or in connection with any claim that WLEC's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trademark, trade secret or other intellectual property right of any third party. Vendor shall promptly notify WLEC of any allegation or charge of infringement of which it becomes aware. In no event shall Vendor enter into any settlement without WLEC's or Indemnitee's prior written consent.

## 10. Limitation of Liability

- 10.1. Nothing in the Agreement shall exclude or limit (a) Vendor's liability under the Agreement hereof, or (b) Vendor's liability for fraud, personal injury, or death caused by its negligence or wilful misconduct.

## 11. Insurance

- 11.1. Vendor shall, at its own expense, maintain, and carry insurance in full force and effect which includes, but is not limited to;
  - 11.1.1. Commercial General Liability Coverage at \$5M or more of CGL coverage (CGL or CGL+Umbrella); and
  - 11.1.2. Automotive Liability Coverage at Current and \$2M or more of Automotive coverage (Auto only or Auto+Umbrella).
- 11.2. Vendor shall ensure that it provides evidence of workers compensation board ("WCB") coverage and its WCB account is cleared for the area(s) of Work.
- 11.3. Upon WLEC's request, Vendor shall provide WLEC with a certificate of insurance from Vendor's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name WLEC as an additional insured.
- 11.4. Except where prohibited by law, Vendor shall require its insurer to waive all rights of subrogation against Vendor's insurers and Vendor.
- 11.5. Vendor shall provide prior written notification, of at least 30 days to WLEC if any of the insurance policies required by this Article 11 are canceled, allowed to expire or the limits materially reduced.

## 12. Compliance with Law

- 12.1. Vendor shall comply with all Applicable Laws. Vendor shall maintain in effect all the licences, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement. Vendor shall comply with all export and import laws of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Vendor. Vendor assumes all responsibility for shipment of Goods requiring any government import clearance. WLEC may terminate the Agreement if any governmental authority imposes antidumping, countervailing or any retaliatory duties or any other penalties on the Goods or the Services.

## 13. Termination

- 13.1. WLEC may terminate the Agreement for any reason, at any time, either before or after the acceptance of the Goods or the Vendor's delivery of the Services, upon written notice to the Vendor. In addition to any remedies that may be provided under these Terms or the Agreement, WLEC, may terminate the Agreement with immediate effect, if: the Vendor breaches the Agreement, has not performed or complied with any of these Terms or the Agreement, in whole or in part; the Vendor fails to carry on business, is struck from the corporate registry in its jurisdiction of formation, or is dissolved or otherwise wound up; the Vendor becomes insolvent, files a petition for bankruptcy, commences or has commenced proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. If WLEC terminates the Agreement for any reason, or for cause due to Vendor's default, subject to WLEC's right of set-off, Vendor's sole and exclusive remedy is payment for the Goods received and accepted, and Services provided and accepted by WLEC prior to the termination.



## 14. Waiver

14.1. No waiver by WLEC of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by WLEC. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

## 15. Confidential Information

15.1. All non-public, confidential, or proprietary information of WLEC or its Affiliates and subsidiaries, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by WLEC to Vendor, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Agreement is confidential, and is to be used solely for the purpose of performing the Agreement, and may not be disclosed or copied unless, or authorized in advance by WLEC in writing. Upon WLEC's request, Vendor shall promptly return all documents and other materials received from WLEC. WLEC shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Vendor at the time of disclosure; (c) rightfully obtained by WLEC on a non-confidential basis from a third party; or (d) required to be disclosed by a court of competent jurisdiction or other regulatory authority having jurisdiction.

## 16. Force Majeure

- 16.1. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such Party's ("**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tornado, tsunami, fire, earthquake, explosion; (c) epidemics, pandemics (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of the Agreement (g) national or regional emergency, or(k) other events beyond the reasonable control of the Impacted Party.
- 16.2. The Impacted Party shall give notice within 2 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal or cessation of the Force Majeure Event.
- 16.3. In the event that the Impacted Party's failure or delay remains uncured for a period of 5 consecutive days following the removal or cessation of the Force Majeure Event, the other Party may thereafter terminate the Agreement with immediate effect upon written notice.

## 17. Assignment

17.1. Vendor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Agreement without the prior written consent of WLEC. Any purported assignment or delegation in violation of this Section 17.1 shall be null and void. No assignment or delegation shall relieve the Vendor of any of its obligations hereunder. WLEC may at any time assign or transfer any or all of its rights or obligations under the Agreement without Vendor's prior written consent.

## 18. Relationship of the Parties

- 18.1. The relationship between the Parties is that of independent companies. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from the Agreement.
- 18.2. The Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

## 19. Governing Law

19.1. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of Alberta or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Alberta. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

## 20. Arbitration

20.1. If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of this Agreement, the Parties agree to resolve the dispute by arbitration using the Canadian Arbitration Association Expedited Arbitration Rules. The Parties agree that the Canadian Arbitration Association Expedited Arbitration Rules give the Parties a fair opportunity to present their case

# Purchase Terms and Conditions

and respond to the case of the other side. The arbitration shall be held in Calgary, Alberta and shall proceed in accordance with the provisions of the Arbitration Act (Alberta). Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## **21. Notices**

21.1. Any communication, notices or other documents required or permitted to be given pursuant these Terms or the Agreement, from any Party to the other shall be in writing, and shall be sufficiently given, if delivered personally, or if transmitted by fax or other electronic means to that Party at the address set forth in the Purchase Order, or Agreement or at such other address as is designated by it in a written notice to the other Party. Such communication, notices or other documents shall be deemed to have been given, if by fax, when the relevant delivery receipt is received by the sender, if delivered personally, when delivered, and if by electronic communication, when the relevant receipt of such communication being read is given, or where no read receipt is requested by the sender, at the time of sending, provided that no delivery failure notification is received by the sender within 24 hours of sending such communication. Any communication which is received (or deemed to take effect in accordance with the foregoing) outside business hours or on a non-business day in the place of receipt shall be deemed to take effect at the opening of business on the next following business day in such place.

## **22. Severability**

22.1. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **23. Survival**

23.1. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Section 7(Conditions and Warranties), Section 8 ( General Indemnification), Section 9 (Intellectual Property Indemnification), Section 10 (Limitation of Liability), Section 11 (Insurance), Section 12 (Compliance with Laws), Section 15 (Confidential Information), Section 19 (Governing Law), Section 20 (Arbitration), and this Section 23 (Survival).

## **24. Time is of the Essence**

24.1. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.