

## Standard Terms and Conditions of Purchasing POSTC112.1

- Definitions:** The term "Agreement" means these Terms and Conditions for purchase of Products ("Terms and Conditions"), together with all documents specifically referenced herein and any written purchase order, contract or agreement which attaches, incorporates or otherwise references these Terms and Conditions. The term "Company" means Reflex Photonics Inc., or its subsidiary(ies) or affiliate(s) executing this Agreement. The term "Seller" means any individual, corporation or other entity who is to supply Products purchased by the Company pursuant to this Agreement. The term "Products" means the goods or materials sold by Seller and purchased by Company under this Agreement.
- Governing Agreement:** This Agreement shall constitute the final, complete and exclusive statement of the agreement between Company and Seller and may not be modified or rescinded except by a written change order issued by Company. Any provision or condition of the Seller's terms and conditions of sales, which is in any way inconsistent with the Agreement, shall not be applicable to the Company's purchase of Products under the Agreement or binding upon the Company. If the Seller objects to any terms herein, such objection must be in writing and received by the Company at the address stated on the face of the purchase order, prior to delivery of a signed acknowledgment, commencement of performance, or shipment of all or any portion of the Products covered under this Agreement, by Seller, otherwise, the Seller shall be conclusively deemed to have accepted the terms of the Agreement. The Company's failure to object to provisions contained in any communications from the Seller shall not in any circumstances be deemed as a waiver from the Company of any provisions hereof.
- Scope and Acceptance:** All Products are supplied pursuant to this Agreement. This Agreement will become legally enforceable on the earlier of delivery of a signed acknowledgment, commencement of performance, or shipment of all or any portion of the Products covered under this Agreement, by Seller.
- Blanket Order:** If this Agreement is identified as a "Blanket" Agreement or "Blanket" order or in some other manner references a specific quantity of Products to be purchased, Seller hereby acknowledges that the quantities specified and delivery dates listed in such "Blanket" Agreement are contingent upon the issuance of a release by Company identifying the Products to be purchased and providing delivery directions. When an Agreement is identified as a "Blanket" Agreement or deliveries are otherwise specified to be in accordance with Company's written releases, Seller will not fabricate or assemble any



Products nor procure required materials, nor ship any Products except to the extent authorized by such written releases or provisions of an Agreement specifying minimum fabrication and delivery quantities. Forecasts are not releases and may not be relied upon by Seller. Releases are included in the term "Agreement". By accepting a "Blanket" Agreement, Seller agrees to accept all releases issued by Company thereunder.

5. **Price/Terms:** Seller warrants that the prices set forth in this Agreement are complete and that no additional charge of any type will be added without Company's prior express written consent including but not limited to, charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. Unless otherwise specified in the Agreement, all prices will be FCA (Incoterms 2010 ICC). Seller further warrants that the prices set forth in this Agreement are the lowest prices charged for the Products, or substantially similar products, sold by Seller to its other customers. If, after execution of this Agreement, but prior to payment by the Company for Products purchased hereunder, Seller (i) sells, or offers to sell, Products, or substantially similar products, to another customer at a lower price, (ii) offers a reduction in price to any customer already purchasing Products, or substantially similar products, or (iii) sells, or offers to sell, Products, or substantially similar Products, on commercial terms that are, in Company's reasonable judgment, more favorable than those set forth in this Agreement, such lower price or more favorable terms will be applicable to all purchases of Products by Company hereunder. If, at any time during the term of this Agreement, Company receives a bona fide offer from a third party to supply Products to Company on similar commercial terms, but at a lower price, Company may notify, and provide the necessary particulars of such offer to Seller, and Seller will, within, thirty (30) days thereafter, inform Company whether it will match such price for Products purchased hereunder. If Seller does not agree to match such price, Company may, in its sole discretion, elect to purchase Products from such third party, and any obligation of Company to purchase Products from Seller pursuant to the terms of this Agreement will be deemed to be waived by Seller to the extent of any such purchases. Upon request of Company, Seller will be required to certify that it is in compliance with the requirements of this paragraph. In addition, Company will have the right to examine and audit, during normal business hours, any and all records, data, invoices and documents, in whatever shape or form, including, but not limited to, electronic media, that may contain information relating to Seller's obligations as set forth in this paragraph and the costs incurred pursuant to this Agreement. Such records will be kept by Seller for a period of at least three (3) years after the expiration or termination of this Agreement, or for such longer periods as may be required by law, in a form that is clear and accurate and containing sufficient and adequate detail to permit the aforementioned audit. Except as otherwise expressly set forth in this Agreement, Company will have no obligation to purchase any specific quantity of Products from Seller and

Company will be entitled, in its sole discretion, to purchase the same or similar Products from other suppliers. Company expressly reserves the right to disclose any of the terms of this Agreement, including but not limited to pricing, to third parties.

6. **Taxes:** Seller will bear and pay all applicable taxes of Canada, its provinces or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income, capital or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect all taxes including, but without limiting the general nature of the foregoing, goods and services tax (GST), Québec sales tax (QST) and harmonized sales tax (HST) from Company on behalf of any Canadian, provincial or other taxing jurisdiction including, but without limiting the general nature of the foregoing, Canada Revenue Agency and Revenu Québec, Seller will provide to Company invoices which separately state and clearly indicate the amount of tax to be collected and Company will remit any such tax to Seller. Seller will have the sole responsibility of complying with all applicable Canadian, provincial and other laws regarding tax including, but without limiting the general nature of the foregoing, the Excise Tax Act, R.S., 1985, c. E-15, the Act respecting the Québec sales tax, R.S.Q., c. T-01 as well as the Act respecting the Ministère du Revenu, R.S.Q., c. M-31. In all cases, Seller will state on every invoice the taxing jurisdiction (e.g. country, state/province and municipality) in which Products were provided. If applicable, Seller will accept a duly signed exemption certificate from Company in lieu of payment for any sales and use tax. The determination of whether an exemption certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Company on a location by location basis for each of the facilities. With the exception of the taxes described above, all other taxes imposed upon Seller, on the price or compensation under this Agreement, or on the Product provided hereunder, will be the sole responsibility of Seller.
7. **Inspection and Quality Assurance:** All Products will, before delivery, be subject to inspection, tests, and audits by Company or its agent at reasonable times and places. Seller agrees to provide access for Company to its facilities at all reasonable times for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary to perform the same. Neither the inspection, testing, or auditing of any Products, nor the failure to do so, before delivery to Company will constitute acceptance of any Products, or relieve Seller from exclusive responsibility for furnishing Products in strict conformance with the Company's specifications. Seller warrants that it has and will maintain an adequate quality control program with respect to the production and delivery of Products and that it creates and maintains adequate quality control reports, certificates, affidavits, and other such records relating to the Products. Seller agrees that, upon request and at no additional charge, it will promptly furnish

authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Company, at the time of, or promptly after, delivery. Seller agrees to notify Company of any changes to Seller's raw materials, manufacturing processes, analytical processes and quality control program that affect the quality of provided Products, including changes to certificates, affidavits and other such records relating to the Products.

8. **Rejection:** Products will be received subject to inspection and approval by Company after delivery. Upon inspection, Company may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other non-conformance, will relieve Seller of any obligations under this Agreement or limit, revoke or waive any right or remedy of Company with respect to Seller's performance hereunder. If, in Company's judgment, the Products do not conform with the requirements of this Agreement, Company will have the right to reject the Products and, in addition to any other rights and remedies it may have, Company may, in its sole discretion: (1) return any or all non-conforming Products to Seller for reimbursement, credit, replacement, or repair as Company may direct; (2) correct, rework, and/or repair the Products with all costs associated therewith to be charged to and paid by Seller; or (3) hold any or all non-conforming Products, at Seller's risk and expense, for disposal or correction according to Seller's instructions. Furthermore, Company may, at its option, reduce the quantity of Products Company is obligated to purchase by the quantity of Products returned to Seller hereunder. Any Products rejected by Company and returned to Seller will be returned at Seller's risk and expense, including, but without limiting the general nature of the foregoing, the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto, which costs will be charged to and paid by Seller. Such Products will not thereafter be tendered to Company for acceptance unless the previous rejection and requirement of correction are disclosed to Company in writing. All such non-conforming Products that are so remedied will have the same warranty as stated in Section 8 of this Agreement from the date of redelivery. Acceptance, whether or not it has been revoked, will not release Seller's responsibility for latent defects, non-conformities, warranty, or other claims. Nothing in these Terms and Conditions will relieve Seller from the obligation of testing, inspection and quality control.
9. **Warranty:** Seller warrants that all Products will be (i) in strict conformance with all applicable specifications, drawings, instructions, data, samples, standards and regulations, (ii) merchantable, free from defects in design, material, workmanship and latent defects, (iii) as described and advertised, of good quality, fit for the intended purposes, (iv) composed of all new components, (v) free from all mortgages, hypothecs, priorities, securities and other encumbrances and any actual or claimed patent, copyright or

trademark infringement, and (vi) manufactured in compliance with all applicable federal, provincial and foreign laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification of the Products. These warranties are in addition to all other warranties, express, implied or statutory, which may be applicable. Company's approval of Seller's design, material, process, drawing, specifications or the like will not be construed to relieve Seller of the warranties set forth herein. Any exclusion or limitation of liability clause or any other clause restricting, in any manner whatsoever, Company's remedies in documents of Seller, or otherwise, are hereby objected to and rejected. All warranties and other provisions of this paragraph will survive inspection or acceptance of, payment for, and use of the Products and completion, expiration, termination, discharge or cancellation of this Agreement, and will run to Company, its customers, successors, and assigns, and to users of the Products.

10. **Intellectual Property:** If Company furnishes the design for the Products or requires Seller to prepare a design for the Products, then the Company will own all intellectual property rights relating to such design. Seller hereby assigns to Company all rights and future rights in such designs. If Seller furnishes a pre-existing design for the Products, then Seller will continue to own all intellectual property rights relating to such design. In the latter event, Seller hereby grants Company a permanent, paid-up, nonexclusive, worldwide, royalty-free license, with a right to sublicense to others, to make, have made, use, and have used, such intellectual property. Company does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, or other intellectual property right of Company in information, documents, or property that Company makes available to Seller under the Agreement, other than the right to use such intellectual property rights to produce and supply Products to Company. Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Company, its parents, affiliates, and their directors, officers, employees, agents, successors and assigns, customers and the users of Seller's Products ("Indemnities") from all liabilities, expenses, suits, claims, actions, demands, subpoenas, judgments, settlements, costs, losses, damages and all other obligations and proceedings, including without limitation all judgments rendered against, and all fines and penalties imposed upon, indemnities and all attorney fees (on a solicitor's and his own client basis and extra-judicial fees and expenses), and any other cost of litigation or proceedings involving the Company (collectively "Liabilities") incurred as a result of actual or alleged infringement of any present or future patent, copyright, trademark, trade secret, or other actual or alleged intellectual property right of any third party arising from Company's purchase, use or sale of Products supplied under this Agreement, (i) alone; (ii) in combination by reason of their content, design, structure; or (iii) in combination in accordance with Seller's recommendations. In the event of an allegation of intellectual

property infringement or if the use or sale of the Products is enjoined, Seller will, at its own expense and at Company's option, either (i) procure the right to continue using the Products; (ii) make such alterations modifications or adjustments to the Products so that they become non-infringing without incurring a material diminution in performance or function; (iii) replace same with a non-infringing equivalent; or (iv) remove the Products and refund the purchase price and the transportation and installation costs thereof. Seller's obligations will apply even though Company furnishes all or any portion of the design and specifies all or any portion of the processing used by Seller. All such obligations of Seller to indemnify, hold harmless, protect and defend Company are in addition to Seller's warranty obligations and all other rights or remedies of Company and will survive acceptance and use of, and payment for, the Products, and completion, expiration, cancellation, disclaimer or termination of this Agreement. If any settlement requires an affirmative obligation (other than ceasing use of the Product) of, results in any ongoing liability to or prejudice or detrimentally impacts Company in any way and such obligation, liability, prejudice or impact is material, then such settlement shall require Company's written consent and Company may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Liabilities.

11. **Seller's Liability and Indemnification:** Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Indemnities from and against all Liabilities arising out of or in any manner connected with personal injury, including death, or property loss or damage, or any other loss or damage, to Company or to others (including Seller and Seller's suppliers, employees and invitees, and Company's distributors, agents, employees and invitees) arising out of or in any manner connected with (i) the production and delivery of, or any defect in, Products supplied hereunder; (ii) any act or omission of Seller; and/or (iii) breach of any representation, warranty or covenant whether caused by Seller, or a supplier of Seller, or employees or invitees, and in each case whether or not caused or contributed to by the fault or negligence of any of the Indemnities. For the avoidance of doubt, Seller expressly agrees that Seller will indemnify, defend and hold harmless the Indemnities in connection with this Section 10 even if any or all of the Liabilities incurred by any or all of the Indemnities are caused in part by the concurrent negligence of one or more of the Indemnities. Seller waives the application of the doctrine of comparative negligence and other doctrines that may otherwise allocate the liability covered by Seller's indemnity, provided that nothing contained herein shall obligate Seller to indemnify Indemnities from any claim which arises from the sole negligence of the Indemnities. Seller agrees to waive and release any rights of contribution, indemnity or subrogation it may have against any of the Indemnities as a result of any indemnity claim asserted by another Indemnities under this Section 10. Seller, for itself, its successors, assigns and subcontractors hereby expressly agrees to waive any provision of any workers'

compensation act or other similar law whereby Seller could preclude its joinder by Company as an additional defendant, or avoid liability for damages, contribution or indemnity in any action at law, or otherwise where Seller's or its subcontractor's employee or employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against any Indemnities. Seller's obligation to Company herein will not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for Seller under any workers' compensation acts, disability benefit acts, or other employee benefit acts on account of claims against Company by an employee of Seller or anyone employed directly or indirectly by Seller or anyone for whose acts Seller may be liable. The obligations in this Section are in addition to Seller's duty to provide insurance and will not be altered by any limitation on the amount or type of damages, compensation, or benefits payable by Seller under any workers' compensation act or employee benefit act. Seller's obligations hereunder will not be limited to the extent of any insurance available to or provided by Seller.

12. **Termination:** Company may terminate this Agreement or any releases issued pursuant to this Agreement, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller will immediately cease production and delivery of all Products indicated in the notice of termination. Unless such termination is due to default of Seller or failure of Seller to assure adequate performance, Company will pay Seller, on a pro rata basis, for Products delivered as of the date of termination. Upon such payment, all finished goods for which Company has paid will become the property of Company and will be released by Seller to Company so that Company can take possession thereof, upon demand. The provisions of this clause are without prejudice to any other rights or remedies of Company, including those resulting from default by Seller hereunder.
13. **Cancellation:** Company will have the right to cancel this Agreement, in whole or in part, if the Products are, in Company's judgment, non-conforming or defective or not delivered in accordance with the agreed-upon schedule, or if Seller fails to comply with or fulfill at any time any of the terms and conditions of this Agreement, or with Company's shipping and billing instructions, or if, in Company's opinion, the credit or ability of Seller to perform this Agreement becomes impaired, whereupon Company will have the continuing right to obtain Products from another source without prejudice to any other rights or remedies of Company and in addition thereto.
14. **Payments:** Payment terms are as agreed upon the Agreement. The billing period shall begin upon receipt of the goods at Company's premises. Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Company after

delivery of the Products, and Company may withhold payment until a correct and complete invoice or other required information is received and verified. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice. Delay in receiving valid invoices or Products will be considered good cause for withholding payment without losing cash discount privileges. Payment by Company of an invoice from Seller does not constitute acceptance of the Products covered by the invoice. If the production or delivery of Products covered by this Agreement may give rise to statutory security or other similar liens, payment will not be due and the cash discount period will not commence until Seller has obtained and delivered to Company a complete release and discharge of all security or other liens or a receipt/discharge covering all labor and materials for which such security or other liens could be filed or a bond satisfactory to the Company indemnifying it against such security or other liens. If payments are required to be made under this Agreement by Company in a currency other than USD\$, Seller will provide Electronic Funds Transfer (EFT) instructions to Company and Company will make such payments to Seller electronically, to the extent permitted by law. Company will have the right, at any time, to set off and apply against any monetary obligations that Company owes to Seller or any of its parents, subsidiaries or affiliates, any obligations that Seller, or any of its parents, subsidiaries or affiliates, may owe to Company.

15. **Confidentiality:** At all times prior to, during, and after the Agreement, Seller will (i) Maintain the confidentiality of any information disclosed by Company or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) Not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Agreement; and (iii) Not use Confidential Information except for performance of the Agreement. Seller will immediately notify Company of any disclosure of any Confidential Information that is not permitted by this Agreement or other misuse of any Confidential Information or breach of this Agreement. Without limiting the direct liability of Seller's employees and others who may have received Confidential Information directly or indirectly from Seller, Seller will be responsible for the disclosure or other misuse of Confidential Information by Seller's employees and others, and Seller will immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any of Seller's employees and others of which Seller becomes aware. Company makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Company may, at its sole discretion, elect at any time, by written notice to Seller, to terminate Seller's further use of Confidential Information for any purpose. Upon receipt of such notice, Seller will, and will cause Seller's employees to, promptly cease all further use of Confidential Information,



return to Company all physical materials containing Confidential Information, whether the materials were originally provided by Company or copied or otherwise prepared by Seller or any Seller employee, and erase or otherwise destroy any Confidential Information kept by Seller or any Seller employee in electronic or other non-physical form. Such termination by Company will not affect Seller's continuing obligations in this Section. Seller agrees that no information disclosed by it to Company will be confidential unless due notice thereof is given in advance to and accepted by Company in writing.

16. **Securities:** Seller guarantees that no mortgage, hypothec, priority, encumbrance or security interest will be raised or registered by Seller or anyone claiming under or through Seller against Company, Company's property or the Products as a result of the Products furnished under this Agreement.
17. **Assignment:** Neither this Agreement, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of Company. No such consent or assignment will release Seller or change Seller's liability to perform all of its obligations under this Agreement. Any attempted assignment without the prior written consent of Company will be null and void.
18. **No Violation of Law:** Seller and the Products will comply with all applicable laws, rules, regulations orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Products, including, but not limited to those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request, Seller will furnish Company with certificates of compliance therewith. Seller warrants that the Products delivered hereunder were produced at facilities complying with all applicable provisions of occupational safety and health legislation and related regulations, and agrees to provide Company, upon request, with all explanatory and factual information needed to verify such compliance and to enable Company to comply therewith, and with any other laws and regulations applicable hereto.
19. **Customs Duty and Excise Tax Remission:** Upon request of Company, Seller will cooperate with Company in seeking any customs duty and excise tax remission available to Company in connection with export by Company of any Products imported by Seller and provided to Company under this Agreement, or incorporating, or manufactured by Company from, such Products. Without limitation, Seller will (i) provide all information with respect to such imported Products necessary to complete any such customs duty and excise tax remission claims to be filed by Company, including Canada Revenue Agency

entry numbers, dates of entry, quantities and description of goods, customs values, and rates and amounts of customs duties and excise tax paid by Seller, and (ii) execute applicable certificates of delivery and other documents as necessary in connection with Company's remission claims.

20. **Changes:** Company may, at any time, in writing, make changes to the general scope of this Agreement, and Seller will continue performance of this Agreement as so changed. If any such change causes an increase or decrease in Seller's cost of, or time required for, the performance of its obligations under this Agreement, an equitable adjustment will be made to the price or delivery schedule, or both, and this Agreement will be modified in writing accordingly.
21. **Notifications:** Seller agrees to immediately notify Company of any actual or possible safety problems with the Products delivered hereunder. Seller also agrees to give Company reasonable advance notice of potential material shortages, insolvency or other matters that might delay or interfere with its performance of this Agreement.
22. **Company's Property and Parts:** All property of any kind supplied to Seller, or paid for, by Company will be and remain Company's property, and Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Products delivered hereunder. Materials or parts provided by, or on behalf of, Company which have been, or are to be, processed by Seller are consigned to Seller solely for purposes of such processing and remain Company's property. All Company property, while in Seller's custody or control, will be held at Seller's risk, free of all hypothecs, priorities, encumbrances or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Company. All property of the Company is subject to removal by Company at any time, and to return upon Company's request. Seller will assume all risk of death or injury to persons or damage to property arising from use of Company's property. Company does not guarantee the accuracy of any Company property or the availability or suitability of any property furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all of Company's property supplied by Company prior to any use by Seller.
23. **Force Majeure:** Neither party will be in default for any delay or failure to perform its obligations under this Agreement if caused by an extraordinary event beyond its reasonable control without its fault or negligence; provided that any delay or failure to perform caused by default of a supplier of Seller at any lower tier must be beyond the reasonable control of both Seller and such supplier without the fault or negligence of either and items to be furnished must not be obtainable from other sources in sufficient

time to permit Seller to meet the delivery schedule, and provided further that Seller furnishes prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or will occur. If Seller is unable to perform for any reason, Company may purchase the Products from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three business days after written request by the other party, the nonperforming party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Agreement by notice given to the non-performing party before performance resumes.

24. **Shipping:** Unless otherwise provided in the Agreement: (i) all shipping, drayage, demurrage, storage, insurance, packing and related charges will be paid by Seller; (ii) all Products will be packed, marked and shipped in accordance with the requirements of the common carriers in a manner to secure the lowest transportation costs consistent with the requirements hereof; (iii) packing slips identifying the purchase order number, release number and part number must accompany each shipment; (iv) Seller will mark each package with the purchase order number, and where multiple packages comprise a single shipment each package will be shown on packing slips, bills of lading, and invoices; (v) in the event that Company is obligated to pay for shipping, Seller will be responsible for all extra charges incurred.
25. **Delivery:** Time and quantity are of the essence. Delivery must be on the date indicated, if any, and otherwise as requested by Company. If the Agreement is identified as a "Blanket" Agreement or if no delivery schedule is provided, deliveries are to be made only in quantities and at times specified in releases or other instructions from Company. Company will have no liability for payment of Products delivered to Company which are in excess of quantities specified in the Agreement or in releases and Company may return over shipments to Seller at Seller's expense for all packing, handling, sorting and transportation charges. Company may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments. Company will be responsible for additional costs of expedited or other special transportation that Company may require as a result of changes to its firm releases or delivery schedules to the extent that such changes were not caused by Seller, and Company can recover such costs from its own customers.
26. **Conflict Minerals:** Seller agrees that no conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and supplied by Seller hereunder originated in the Democratic Republic of the Congo or any adjoining country.

27. **Subcontracts:** Unless otherwise specified, Seller must obtain Company's written permission before subcontracting any portion of this Agreement. Except for the insurance requirements in this Agreement, all subcontracts and orders thereunder will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Seller from its obligations to Company, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Company.
28. **Other Provisions:** This Agreement is governed by the laws of the Province of Québec. The United Nations Convention on Agreements for the International Sale of Goods is expressly disclaimed and does not apply. Any and all disputes between the parties that may arise pursuant to this Agreement will be submitted to the district courts of Montreal, Quebec, Canada. Seller acknowledges and agrees that any such court will have the sole jurisdiction to interpret and enforce the provisions hereof and any judgment, and Seller waives the right to contest such jurisdiction. Company's failure to assert any right is not a waiver of such right or any other right. Any rights and remedies provided herein to Company are cumulative and in addition to any other rights and remedies provided in law.