GENERAL TERMS AND CONDITIONS OF SALES – DELTA-Q TECHNOLOGIES CORP.

1. SCOPE

1.1

These General Terms and Conditions (the "GTC") shall apply to all agreements pertaining to the sale of Goods and Services from DELTA-Q TECHNOLOGIES CORP. (the "Supplier") to any customer (the "Buyer").

1.2

Unless otherwise agreed in writing between the Parties, any terms and conditions originating from Buyer are hereby expressly waived and shall not form part of any Purchase Agreement.

2. DEFINITIONS

For purposes of these GTC:

Affiliate means any company controlling, controlled by, or under common control with Supplier or Buyer, directly or indirectly. Control means ownership of at least fifty percent (50%) of voting rights or capital, or the power to direct management and business policies.

Goods means any products, components, parts, and related accessories supplied by Supplier to Buyer under a Purchase Agreement.

Services means any ancillary services provided by Supplier in relation to the Goods.

Software means any software embedded in or supplied together with the Goods.

Purchase Agreement means any agreement between Supplier and Buyer for the supply of Goods and Services, formed by the documents identified in Sections 3.3 and 3.4.

Separate Agreement means a separate written agreement entered into between Supplier and Buyer for the sale of Goods and Services.

Purchase Order means a written document, whether in paper or electronic form, issued by Buyer for the purchase of Goods and Services.

Order Confirmation means a written document, whether in paper or electronic form, containing Supplier's acceptance of a Purchase Order.

Forecast means a projection of Buyer's expected demand for Goods communicated by Buyer to Supplier.

Party or **Parties** means Buyer and Supplier individually or collectively.

Confidential Information means all information disclosed or provided by one Party to the other in connection with the Purchase Agreement, including Technical Specifications, documentation, trade secrets, know-how, and internal business information. Confidential Information does not include information that:

- Becomes public other than through a breach of confidentiality;
- Is independently developed by the receiving Party;
- Was already known by the receiving Party before disclosure;
- Is received lawfully from a third party without confidentiality obligations; or
- Must be disclosed by law or court order, provided notice is given where legally permitted.

Technical Specifications means all drawings, measurements, technical data, technical descriptions, and technical requirements relating to the Goods and Software.
Intellectual Property Rights means all intellectual and industrial property rights, whether registered or unregistered, including patents, copyrights, trade secrets, know-how, software rights, database rights, design rights, trademarks, trade names, service marks, domain names, and related applications, extensions, renewals, and enforcement rights.

3. FORMATION OF THE PURCHASE AGREEMENT AND CONTRACTUAL DOCUMENTS

3.1
A Purchase Agreement is formed when Buyer issues a Purchase Order and Supplier accepts the Purchase Order through an Order Confirmation.

3.2
These GTC form an integral part of every Purchase Agreement.

3.3
Each Purchase Agreement may include the following documents:

- Order Confirmation
- Purchase Order and Forecasts
- Any written document expressly agreed between the Parties and referenced in the Purchase Order, Order Confirmation, or Separate Agreement, including quotations, Technical Specifications, pricing, lead times, and commercial terms
- Separate Agreement
- These GTC

3.4
Each Purchase Agreement shall include, at a minimum:

- A Purchase Order
- An Order Confirmation

Even if the Parties have entered into a Separate Agreement, no Purchase Agreement shall exist until Buyer issues a Purchase Order and Supplier issues an Order Confirmation accepting it.

3.5
In the event of any conflict between contractual documents, the order of precedence shall follow the order listed in Section 3.3.
Buyer terms and conditions, including purchasing terms, procurement portal terms, hyperlinks, attachments, or other documents referenced by Buyer, shall not apply unless expressly accepted by Supplier in writing.
No conduct by Supplier, including accepting payment or delivering Goods, shall constitute acceptance of any Buyer terms and conditions.

4. PURCHASE ORDERS, ACCEPTANCE, CHANGES MANAGEMENT

4.1
All Purchase Orders are subject to Supplier's acceptance through an Order Confirmation. No Purchase Order shall be binding on Supplier until accepted.

4.2

Each Purchase Order must include:

- Supplier's part number
- Applicable Technical Specifications
- Any agreed Services
- Agreed pricing
- Delivery terms
- Requested delivery date

Buyer is solely responsible for inaccurate, incomplete, or incorrect information provided in connection with a Purchase Order.

4.3

After an Order Confirmation has been issued, any change to the Purchase Order shall constitute a change to the Purchase Agreement and shall require Supplier's prior written approval.
Before any change becomes effective, the Parties must agree on:

- Additional costs
- Delivery schedule impacts
- Other affected commercial terms

Following such agreement:

- Buyer shall issue a revised Purchase Order; and
- Supplier shall issue a revised Order Confirmation

No modification shall be binding unless this process is completed.

4.4

Any modification to the Technical Specifications requested by Buyer must be agreed to in writing and shall constitute a change to the applicable Purchase Agreement.

5. FORECASTS, FROZEN PERIODS

5.1

Unless otherwise agreed in writing, Buyer shall provide Supplier with a monthly rolling Forecast covering the following twelve (12) months.

5.2

The Forecast is not a firm Purchase Order but provides an estimate of future purchasing requirements.
Buyer may adjust Forecast volumes; however, because Supplier is expected to maintain manufacturing capacity based on forecasted demand, Buyer's flexibility decreases as delivery dates approach.

5.3

Forecasted volumes become binding twelve (12) weeks before the applicable delivery date (the "Frozen Period").
Where forecasted Goods require:

- Customized components
- Long lead-time materials Non-
- cancelable supplier commitments

the Frozen Period shall automatically extend to match the applicable supplier commitment period.
Changes requested during the Frozen Period shall not reduce Buyer's purchase obligations.
Buyer shall remain obligated to issue Purchase Orders consistent with forecasted quantities during the Frozen Period.

5.4

If Buyer's actual demand exceeds forecasted volumes, Supplier shall use commercially reasonable efforts to accommodate the increase.
Buyer shall bear all resulting costs, including:

- Expedited procurement
- Overtime labor
- Additional production capacity
- Premium freight or transportation charges

Supplier shall not be liable for delivery delays resulting from increased demand beyond forecasted quantities.

6. DELIVERY TERM, TRANSFER OF TITLE

6.1

Delivery shall be performed in accordance with the delivery term specified in the applicable Purchase Agreement. Any agreed delivery term shall be construed in accordance with Incoterms® 2020.

6.2

If no different delivery term has been agreed, delivery shall be Free Carrier (FCA) Supplier's warehouse in Augusta, Georgia, USA, as per Incoterms® 2020.

6.3

Unless otherwise agreed, title to the Goods shall transfer upon FCA delivery at Supplier's factory.

6.4

Buyer authorizes Supplier to complete CMR or other customary transport documentation on Buyer's behalf for administrative purposes only. This authorization does not alter the agreed delivery term or allocation of risk and costs.

7. SUBCONTRACTORS

Supplier reserves the right to subcontract all or part of the manufacturing activities and any other activity relating to the Goods to Affiliates or third parties without Buyer's prior approval. Supplier shall remain solely responsible to Buyer for performance of its obligations under the Purchase Agreement.

8. DELIVERY DATE, DELAY

8.1

Supplier will use its best efforts to deliver the Goods by the delivery date indicated in the Order Confirmation (the "Delivery Date"). Delivery dates are indicative and non-binding unless expressly stated otherwise.

8.2

If Supplier anticipates a delay, Supplier shall promptly notify Buyer in writing and provide the reason and, where possible, a revised delivery date (the "New Delivery Date").

8.3

A delay shall not constitute a breach unless Supplier fails to deliver within fifteen (15) working days after the Delivery Date or New Delivery Date (the "Grace Period").

8.4

If delivery does not occur within the Grace Period, Buyer shall be entitled to liquidated damages of 0.5% of the Price of the delayed Goods per commenced week of delay, up to a maximum of 5% of the Price of the delayed Goods. Such damages become due only after delivery or termination under Section 8.6.

8.5

Except for the liquidated damages described above, Supplier shall not be liable for any damages, penalties, losses or costs resulting from delivery delays.

8.6

After the Grace Period, Buyer may require delivery within a final deadline of no less than two (2) weeks. If Supplier fails to deliver within that period, and the delay is not caused by Buyer or Force Majeure, Buyer may terminate the Purchase Agreement relating to the delayed Goods.

8.7

The remedies set out in this section are Buyer's exclusive remedies for delivery delays. Buyer shall not withhold, suspend or delay payment due to delivery delays.

8.8

The Delivery Date is binding on Buyer. If Buyer fails to collect the Goods on time, Buyer shall pay a penalty equal to 5% of the Price of the uncollected Goods for each commenced week of delay, plus storage, handling, insurance and other related costs.

9. PRICE AND PAYMENT

9.1

Unless otherwise agreed and provided Buyer has approved credit, all invoices shall be paid within thirty (30) days from the invoice date (the "Due Date").

9.2

Overdue amounts shall accrue interest at 2% per month or the maximum rate permitted by law, whichever is lower.

9.3

If Buyer fails to pay on time or provide agreed security, Supplier may suspend performance of the Purchase Agreement, including withholding deliveries, until payment or security is received.

9.4

If payment delay or lack of security continues for three (3) months after the Due Date, Supplier may terminate the Purchase Agreement immediately by written notice.

9.5
The applicable price is the Price stated in the Order Confirmation. The Price excludes sales, use, property, import, export taxes, customs duties, and other governmental charges, all of which shall be borne by Buyer.
9.6
Unless otherwise agreed, Supplier may adjust pricing once per calendar year, effective two (2) months after written notice.
9.7
Supplier may also adjust pricing at any time due to material changes in exchange rates, raw material costs, transportation costs, energy, labor, supplier pricing, customs duties, tariffs, governmental measures, or other circumstances beyond Supplier's reasonable control. Written notice and reasonable summary evidence will be provided.

10. LIABILITY FOR DEFECTS AND WARRANTY PERIOD
10.1
Goods shall conform to the Order Confirmation and agreed Technical Specifications. Supplier shall remedy defects resulting from materials or workmanship, as well as reproducible Software malfunctions causing non-compliance with agreed Technical Specifications ("Defects"). Excluded are issues arising from integration, configuration, operating environment, third-party systems, or unauthorized use.
10.2
Supplier shall not be liable for defects arising from designs, materials, specifications or production methods provided or required by Buyer. Supplier has no obligation to verify their suitability or correctness.
10.3
Supplier shall not be liable for defects arising after risk transfer, including integration into other systems, improper installation, maintenance, repair, or unauthorized modifications. Buyer is deemed the system integrator and bears responsibility for integration and system-level performance.
10.4
Supplier's liability for Defects is limited to those appearing within twenty-seven (27) months from the date of manufacture of the Goods (the "Warranty Period").
10.5
Buyer shall inspect Goods upon receipt and notify Supplier of any Defect within thirty (30) days of discovery. No claim may be submitted later than thirty (30) days after expiry of the Warranty Period.
10.6
Failure to notify Supplier within the required timeframe results in forfeiture of all warranty rights and remedies.
10.7
Upon request, allegedly defective Goods must be returned under a Return Material Authorization (RMA) together with a detailed defect description. Return freight and customs costs shall be borne by Buyer.
10.8
If Goods or Software are found to be defective, Supplier may, at its sole discretion:

- Repair the Goods
- Replace the Goods
- Issue a credit note for the value of the defective Goods

10.9

Supplier is liable only for Defects arising under authorized operating, installation, maintenance and usage conditions. Normal wear and tear, misuse, improper handling, improper storage, or failure to follow instructions are excluded.

10.10

These remedies are Buyer's exclusive remedies for any Defect. Supplier shall not be liable for field service costs, removal or reinstallation costs, labor, travel expenses, downtime, lost profits, or other direct, indirect or consequential damages. Liability remains subject to Section 14 limitations.

10.11

Any recall, market withdrawal, field action or corrective action ("Recall") shall be the sole responsibility and cost of Buyer. Supplier's obligations regarding a Recall are limited to the remedies provided in this Section 10.

10.12

Supplier disclaims all implied warranties, including implied warranties of merchantability and fitness for a particular purpose.

11. INTELLECTUAL PROPERTY RIGHTS

11.1

Each Party shall retain full ownership of all Intellectual Property Rights it held prior to entering into the Purchase Agreement (the "Background Rights"). No transfer or license of Background Rights is included in the Purchase Agreement unless expressly agreed in writing.

11.2

Buyer shall not reverse engineer, disassemble, decompile or otherwise attempt to access or derive the underlying structure, ideas, source code or algorithms of any Goods, prototypes, Software or any other tangible or intangible items provided by Supplier under the Purchase Agreement.

11.3

Except as expressly agreed in writing between the Parties:

(i) all Intellectual Property Rights in or relating to the Goods shall remain the exclusive property of Supplier; and

(ii) all Intellectual Property Rights in or relating to the Software shall remain exclusively vested in Supplier.

Supplier grants Buyer solely a non-exclusive, non-transferable and non-sublicensable license to use the Software exclusively for operating the Goods in which such Software is embedded.

Buyer shall not assign, transfer, sublicense, modify, adapt, translate, create derivative works from, distribute, disclose, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or structure of the Software without Supplier's prior written consent.

11.4

Buyer shall, at Supplier's request and at no additional cost to Supplier:

(i) execute any assignment, declaration, consent, waiver of moral rights, or other instrument reasonably required to evidence, record, perfect or enforce Supplier's ownership of such Intellectual Property Rights;

(ii) procure that its employees, agents, subcontractors or consultants execute such instruments;

(iii) provide reasonable assistance, information, documentation and cooperation required for filing, registering, maintaining or defending any patent, copyright, trade secret, trademark or other Intellectual Property Rights of Supplier; and

(iv) refrain from taking any action that may jeopardize, delay or impair Supplier's ownership or enforcement of such Intellectual Property Rights.

11.5

Buyer grants to Supplier the right to use any Buyer Background Rights necessary for the manufacture and supply of the Goods and Services by Supplier to Buyer. Supplier shall not use Buyer's Background Rights for supplying goods or services to any third party.

11.6

Supplier represents that, to the best of its knowledge, the Goods, when used on a stand-alone basis, do not infringe any third-party Intellectual Property Rights. Supplier shall have no liability for any alleged or actual infringement of third-party Intellectual Property Rights arising from:

(i) the combination of the Goods with other products, components, or systems; or

(ii) modifications or integration of the Technical Specifications requested or performed by Buyer.

Supplier shall have no obligation to verify the non-infringement of third-party rights in such cases.

11.7

In the event of any third-party claim alleging that the Goods or Software, when used on a stand-alone basis, infringe Intellectual Property Rights, Supplier's sole and exclusive obligations shall be, at its option:

(i) modify the Goods or Software to become non-infringing;

(ii) replace them with non-infringing equivalents;

(iii) obtain for Buyer the right to continue using them; or

(iv) refund the Price.

No other remedies shall apply.

12. FORCE MAJEURE

12.1

Supplier shall be entitled to suspend performance of its obligations under the Purchase Agreement to the extent that such performance is prevented or rendered unreasonably onerous by circumstances beyond its reasonable control, including but not limited to:

- Acts of God
- Industrial disputes
- Fire
- War
- Extensive military mobilization
- Insurrection
- Requisition
- Seizure
- Embargo
- Epidemics or pandemics
- Restrictions in the use of power
- Objective and documented supply-chain disruptions causing global difficulties in securing raw materials, components or workforce
- Delays in deliveries by sub-suppliers caused by any such circumstance

(each a "Force Majeure Event").

12.2

Supplier, when claiming to be affected by a Force Majeure Event, shall notify Buyer in writing without delay of both the commencement and cessation of the relevant circumstance.

13. CONFIDENTIALITY

13.1

Each Party undertakes:
(i) to ensure the confidentiality of the other Party's Confidential Information;
(ii) not to disclose the other Party's Confidential Information to any third party, other than employees, agents or subcontractors who need to know the information in order to exercise rights and fulfill contractual obligations; and
(iii) to use the other Party's Confidential Information solely for exercising rights and fulfilling contractual obligations.

13.2

The Parties acknowledge that Confidential Information is disclosed "as is", without any representation or warranty, express or implied, as to accuracy, completeness or suitability for any particular purpose. The disclosing Party shall not be liable for any use of such Confidential Information or for any errors or omissions contained therein.

13.3

The Parties' obligations regarding Confidential Information shall remain in force for the duration of the Purchase Agreement and for two (2) years following termination.

13.4

Each Party undertakes to ensure compliance with these provisions by its personnel and any third parties involved in the exercise of its rights and performance of its contractual obligations.

13.5

Unless expressly prohibited in writing by Buyer, Supplier reserves the right to mention Buyer's name as a reference and to mention the nature of the Goods supplied for promotional purposes.

13.6

Buyer acknowledges and agrees that Supplier may disclose Confidential Information to its Affiliates, and to their personnel, agents or subcontractors, when reasonably required for performance or administration of the Purchase Agreement, provided such recipients are bound by equivalent confidentiality obligations.

13.7

Upon written request following termination or expiration of the Purchase Agreement, each Party shall, at its own cost, return or immediately destroy all Confidential Information of the other Party in its possession, except for:

(i) copies retained strictly for legal compliance purposes; and

(ii) information stored automatically through IT backup or disaster recovery systems that is not accessible to end users.

13.8

In case of conflict between this Section 13 and any specific non-disclosure agreement entered into between Buyer and Supplier (the "NDA"), the NDA shall prevail.

14. LIMITATION OF LIABILITY

14.1

Except in cases of intent or gross negligence, Supplier's aggregate liability arising out of or in connection with the Purchase Agreement, whether based on contract, warranty, tort (including negligence), strict liability, product liability or any other legal ground, shall not exceed the higher of:

(i) USD $500,000; or

(ii) ten percent (10%) of the total aggregate amount invoiced by Supplier to Buyer under any Purchase Agreement during the twelve (12) months preceding the event giving rise to the claim.

This limitation applies as a single aggregate cap for all claims occurring during each calendar year.

14.2

Supplier shall under no circumstances be liable for indirect, incidental, special or consequential damages or losses, including but not limited to:

- Loss of production
- Loss of profit
- Loss of use
- Loss of business
- Loss of data
- Similar indirect losses

whether arising in contract, tort, strict liability, product liability or otherwise.

14.3

Supplier shall not be liable for punitive, exemplary or enhanced damages, including damages intended to punish or deter, regardless of the legal theory under which such damages are claimed.

14.4

In applications where Goods are used to charge lithium-ion battery packs, Buyer acknowledges that:

- The application requires a Battery Management System (BMS) to protect and manage charging.
- The Goods do not directly manage battery charging or monitor the status of individual battery cells.

Because the Goods do not directly control battery charging, Supplier shall not be liable for any damage to batteries or any damage caused by batteries.

14.5

The limitations and exclusions set out in this Section apply to the fullest extent permitted by law and independently of whether the remedies available to Buyer fail of their essential purpose. Nothing in this Section excludes or limits liability for Supplier's gross negligence or willful misconduct to the extent such exclusion is prohibited by law.

15. TERM AND TERMINATION, PHASE-OUT PLAN

15.1

These GTC shall become effective upon execution or upon formation of the first Purchase Agreement between Buyer and Supplier and shall remain in force for an indefinite period.

15.2

Unless otherwise agreed in writing, and without prejudice to any right of early termination under the Purchase Agreement, either Party may terminate the Purchase Agreement at any time without cause by providing twelve (12) months' prior written notice.

15.3

If Buyer intends to permanently discontinue the purchase of Goods from Supplier, Buyer shall provide Supplier with twelve (12) months' written notice.

If Supplier has purchased raw materials or components, or manufactured Goods based on a Forecast previously provided by Buyer, the Parties shall negotiate in good faith and agree on a written phase-out plan intended to minimize the impact on Supplier.

If no agreement is reached regarding the phase-out plan, Buyer shall be obligated to purchase the raw materials, components or manufactured Goods that Supplier declares it is otherwise unable to use.

For clarity, Buyer's obligations regarding forecasted Goods within the Frozen Period under Section 5 remain unaffected.

The same principle shall apply where:

- Buyer terminates the Purchase Agreement; or
- The Purchase Agreement is amended under Section 4 and results in a reduction of volumes.

15.4

Supplier may terminate the Purchase Agreement immediately and without liability if:
(a) Buyer enters into composition proceedings, is declared bankrupt, or goes into liquidation; or
(b) Buyer is acquired by a competitor of Supplier.

15.5

Termination of the Purchase Agreement shall not affect any rights or liabilities that accrued prior to termination.

16. COMPLIANCE

16.1

Buyer acknowledges that Supplier conducts its business in compliance with its Code of Ethics, Anti-Bribery and Anti-Corruption Policy, Environmental Policy, and labor and workplace safety standards, which reflect principles of business ethics, transparency, fairness, non-discrimination, respect for human rights, and compliance with applicable laws. Buyer agrees to conduct its business relationship with Supplier in accordance with such principles.

16.2

With particular reference to Goods sold or imported in California, Supplier maintains a compliance policy regarding California Proposition 65.

16.3

Buyer undertakes to comply with all applicable laws and regulations relating to:

- Anti-bribery and anti-corruption
- Competition
- Environmental protection
- Labor and workplace safety
- Data protection
- Export control
- Any other mandatory legal framework relevant to its business activities

16.4

Buyer shall refrain from, and implement adequate internal controls to prevent, any conduct that may constitute a violation of anti-bribery laws, environmental laws, labor laws, workplace safety regulations, or any other unlawful or unethical practice.
Buyer shall ensure that its personnel, agents, subcontractors and third parties acting on its behalf comply with these obligations.

16.5

If Buyer breaches any obligation under this Section, or is charged with or reasonably suspected of criminal conduct related to its business activities, such breach shall constitute a material breach of the Purchase Agreement.
In such circumstances, Supplier may, at its sole discretion, suspend performance of the Purchase Agreement or immediately terminate the business relationship with Buyer without liability for compensation.

17. DATA COLLECTION AND PROTECTION

17.1

Buyer acknowledges and agrees that Supplier may collect, access, use, process and analyze data generated by, derived from, or relating to the Goods and Services.
Such collection and processing may be carried out by Supplier or authorized third-party service providers for the purposes of providing, maintaining, supporting, improving and developing the Goods and Services, subject to applicable law.

17.2

Each Party shall comply with all applicable data protection and privacy laws, including:

- Regulation (EU) 2016/679 (GDPR), where applicable
- Relevant U.S. federal and state privacy laws, including the California Consumer Privacy Act (CCPA) as amended by the CPRA
- Similar state privacy laws
- Canada's Personal Information Protection and Electronic Documents Act (PIPEDA), where applicable

17.3

Unless otherwise agreed in writing, each Party acts as an independent data controller with respect to personal data processed in connection with the Purchase Agreement.
No Party shall process personal data on behalf of the other Party.

17.4

Each Party shall process personal data only as necessary for the performance, administration and management of the Purchase Agreement and shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

17.5

Where personal data subject to GDPR is transferred from the European Economic Area (EEA) or the United Kingdom to Supplier in the United States, such transfer shall be governed by the applicable EU or UK Standard Contractual Clauses, together with any supplementary measures required by law.

17.6

Each Party shall ensure that its personnel and third parties acting on its behalf who have access to personal data are bound by confidentiality obligations.

17.7

Each Party shall promptly notify the other of any suspected or actual personal data breach or other security incident that may materially affect the other Party and shall provide reasonable cooperation to enable compliance with legal obligations.

17.8

Each Party shall be liable only for damages arising from its own breach of this Section. Nothing in this Section shall increase or extend either Party’s liability beyond the limitations set out in Section 14.

18. EXPORT CONTROL, SANCTIONS AND TRADE COMPLIANCE

18.1

Each Party shall, at its own expense, comply with all applicable export control, import control, customs, sanctions and trade compliance laws and regulations, including:

- EU Regulation 2021/821 on dual-use items
- U.S. Export Administration Regulations (EAR)
- U.S. sanctions administered by OFAC
- UK Export Control Regulations
- Any other applicable trade laws

(collectively, the "Trade Laws").

18.2

Each Party shall obtain and maintain all licenses, permits, authorizations, approvals, registrations and qualifications required under applicable Trade Laws.

Each Party shall also promptly provide the other Party with information reasonably necessary to assess export classifications, end-use, end-user and destination of Goods, Software or technology.

18.3

Buyer represents and warrants that it shall not, directly or indirectly:

(i) export, re-export, transfer, sell, supply, disclose or otherwise make available any Goods, Software or technical information in violation of Trade Laws;

(ii) use the Goods or Software for prohibited or restricted end uses, including restricted military uses; or

(iii) resell, transfer or make available the Goods or Software to persons, entities or countries subject to sanctions, restrictions or embargoes imposed by the European Union, United States, United Kingdom, United Nations or other competent authorities.

18.4

Buyer shall not export, re-export, transfer, sell or make available any Goods, Software or technology to:

- Russia
- Belarus
- Any comprehensively sanctioned territory
- Any person or entity identified on EU, U.S., UK, UN or other applicable sanctions lists

Buyer shall indemnify and hold Supplier harmless from damages, penalties, fines or losses arising from violations of Trade Laws.

18.5

Supplier may suspend or cancel any delivery, supply, performance or contractual obligation if it reasonably believes performance may violate Trade Laws.

Supplier shall not be liable for any damages, losses, costs or claims resulting from such suspension or cancellation.

19. MISCELLANEOUS

19.1

If any provision of these GTC or any Purchase Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall remain fully valid and enforceable.

The Parties shall replace the affected provision with a valid and enforceable provision that most closely reflects the original intent and economic purpose.

19.2
No failure or delay by Supplier in exercising any right, remedy or power shall operate as a waiver of that right, remedy or power.
19.3
No modification, amendment, waiver or variation of these GTC shall be valid unless made in writing and signed by duly authorized representatives of both Parties.
19.4
Buyer may not assign, transfer or otherwise dispose of its rights or obligations under these GTC or any Purchase Agreement without Supplier's prior written consent.
Supplier may assign or transfer the Purchase Agreement, in whole or in part, to an Affiliate upon written notice to Buyer.
19.5
The Parties agree that these GTC and any Purchase Agreement may be executed, accepted or concluded through electronic signatures or electronic acceptance processes.
Any electronic execution or acceptance shall have the same legal effect as a handwritten signature and shall be fully binding upon the Parties.
19.6
The provisions relating to Intellectual Property, Confidentiality, Warranty Limitations, Limitation of Liability, Compliance, Data Protection, Governing Law and Dispute Resolution, together with any provisions that by their nature are intended to survive termination, shall remain in effect following expiration or termination of the Purchase Agreement.

20. APPLICABLE LAW AND DISPUTE RESOLUTION
20.1
The validity, interpretation and construction of these GTC and any Purchase Agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada, without regard to conflict-of-law principles.
The Parties expressly agree that:

- The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- Any implied conditions or warranties under the Sale of Goods Act (British Columbia) are excluded to the fullest extent permitted by law.

20.2
Any dispute, controversy or claim arising out of or relating to these GTC or any Purchase Agreement, including any question concerning breach, termination or validity, shall be finally settled by arbitration administered by the Vancouver International Arbitration Centre (VanIAC) in accordance with the VanIAC Rules in force at the time arbitration is commenced.

- The arbitration tribunal shall consist of three arbitrators.
- The seat of arbitration shall be Vancouver, Canada.
- The language of arbitration shall be English.
- Arbitration costs, including reasonable legal fees, shall be borne by the losing party unless otherwise determined by the arbitral tribunal.