

TERMS AND CONDITIONS OF SALE
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1. Definitions and Interpretation

1.1 In these Terms and Conditions of Sale, capitalized terms, unless otherwise defined, shall have the following meanings:

- (a) “**Aaki**” means to **Aaki Corp.**, a corporation incorporated under the laws of the Province of Alberta with offices in the City of Calgary, Alberta, Canada;
- (b) “**Business Day**” means any day other than a Saturday, a Sunday or a statutory holiday in Alberta, Canada;
- (c) “**Buyer**” means the person that offers to purchase Goods and/or Services from Aaki in accordance with and subject to these Terms by issuing a Purchase Order to Aaki;
- (d) “**Contract**” has the meaning given to that term in Section 2.1;
- (e) “**Goods**” means the products, materials, supplies, parts and/or equipment agreed to be sold by Aaki to the Buyer pursuant to a Purchase Order.
- (f) “**Invoice**” has the meaning given to that terms in Section 6.1;
- (g) “**Services**” means any services provided by Aaki to the Buyer, including services incidental to or in relation to the sale of Goods;
- (h) “**Quotation**” means any estimate, bid, or proposal for the provision of Goods and/or Services provided by Aaki to the Buyer;
- (i) “**Parties**” means Aaki and the Buyer, and “**Party**” means any one of them;
- (j) “**Purchase Order**” means Buyer’s document setting out the Buyer’s request for the sale of Goods and/or Services; provided however that Aaki may at its sole discretion accept verbal requests for the sale and supply of Goods and/or Services as Purchase Orders, in which case Aaki will issue a written confirmation of such acceptance;
- (k) “**Purchase Price**” means the purchase price for the Goods and/or Services ordered by the Buyer pursuant to a Purchase Order; and
- (l) “**Terms**” means these Terms and Conditions of Sale.

1.2 In these Terms, unless specified otherwise or unless the context otherwise requires:

- (a) the division into Sections and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement, and any reference to a Section is a reference to a Section in these Terms;
- (b) all Incoterms shall have the meaning given to them under the Incoterms Rules, 2010 published by the International Chamber of Commerce;
- (c) “person” includes an individual, corporation, company, society, partnership, joint venture, trust, association, unincorporated organization, governmental authority, legal or personal representative;

- (d) “including” or “includes” means “including (or includes) but is not limited to” and shall not limit any general statement preceding it to the specific or similar items or matters immediately following it; and
- (e) any document required to be delivered in writing may be delivered by electronic means or by facsimile transmission.

2. Application

2.1 Any and all sales of Goods and/or Services by Aaki to the Buyer shall be subject to and governed exclusively by the provisions of these Terms. Any deletions, alterations or modifications to these Terms shall not be binding on Aaki unless consented to by Aaki in writing in each instance. These Terms, along with the Invoice and subject to Section 4.5, the Purchase Order accepted by Aaki, form the complete contract for purchase and sale of any Goods and/or Services ordered by the Buyer (the “**Contract**”). Any inconsistency among the provisions of these Terms, the Purchase Order and the Invoice shall be resolved in the following order of precedence:

- (a) these Terms;
- (b) the Invoice; and then
- (c) the Purchase Order.

2.2 The provisions of this Contract shall be deemed to be accepted and shall form an agreement binding upon the Buyer and Aaki upon either (a) written acceptance by Aaki of a Purchase Order, which may be evidenced by the issuance of an Invoice; or (b) commencement of supply of Goods and/or Services referred in the Purchase Order.

3. Quotation

3.1 Unless stated otherwise in writing by Aaki, all Quotations made by Aaki shall be valid for a period of thirty (30) days from the date of such Quotation. All Quotations constitute an invitation to offer only, and shall not constitute or be construed as an offer to contract. Aaki shall not be bound by any Quotation or required to supply any Goods and/or Services pursuant to a Quotation unless and until it accepts a Purchase Order issued by the Buyer in response to such Quotation in accordance with Section 2.2.

3.2 Aaki reserves the right to withdraw a Quotation at any time. Aaki may, at its sole discretion, make changes to any Quotation at any time including changes with respect to the Purchase Price, the date of delivery, the method of delivery, description of Goods and/or Services and the ability to supply the Goods and/or Services.

3.3 Prices stated in any Quotation apply only to the specific quantities, descriptions and specifications of Goods and/or Services and delivery methods and schedules set forth in that Quotation.

3.4 Aaki may immediately terminate a Purchase Order if the Buyer is adjudicated bankrupt, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or if an action under any law for the relief of debtors is taken.

4. Purchase Order

4.1 Any Purchase Order issued by the Buyer pursuant to a Quotation shall not be binding on Aaki until and unless accepted by Aaki as described in Section 2.2.

4.2 The Buyer may cancel a Purchase Order at any time prior to acceptance by Aaki. The Buyer may not cancel a Purchase Order after acceptance by Aaki except with the prior consent of Aaki, acting reasonably. In the

event Aaki consents to such cancellation, Buyer shall reimburse Aaki for all costs and expenses incurred by Aaki in relation to the performance of such Purchase Order prior to cancellation, including in respect of work in progress, all applicable direct and indirect costs incurred by Aaki and any mark-up thereon, payments to suppliers and vendors and any termination expenses. Notwithstanding the foregoing, the Buyer shall remain responsible for paying the Purchase Price, all applicable Taxes and any and all other charges, fees, duties and expenses related to the delivery of any Goods and/or Services delivered to the Buyer prior to the cancellation of any Purchase Order.

4.3 Buyer may request in writing changes to the general scope of the Purchase Order, provided, however, such changes shall not be effective unless and until Aaki consents to such changes in writing. To the extent any changes proposed by the Buyer and accepted by Aaki result in an increase or decrease in the cost of, or the time required for, the performance of any part of the Purchase Order, Aaki shall issue a revised Invoice evidencing such change in prices and shall provide an updated estimated delivery date to the Buyer.

4.4 Aaki is not responsible for any losses or damages that may be incurred by the Buyer as a result of Aaki's rejection of, or failure to accept, any Purchase Order, and the Buyer hereby expressly releases Aaki from any and all liabilities and claims arising as a result of the rejection of, or failure to accept any Purchase Order.

4.5 Any sale or supply of Goods and/or Services pursuant to a Purchase Order accepted by Aaki shall be subject to, and governed solely by, the provisions of these Terms. Any pre-printed terms and conditions on any Purchase Order submitted by the Buyer shall be void and of no effect whatsoever, unless expressly consented to in writing by Aaki in each instance. Aaki's failure to expressly object to any terms and conditions contained in a Purchase Order or any other provisions contained in any communication from Buyer and any changes or amendments thereto, does not waive any of Aaki's terms and conditions specified herein. Buyer's issuance of a Purchase Order shall conclusively evidence Buyer's unconditional acceptance of these Terms, irrespective of any other provision contained in the Purchase Order or any other communication, document or instrument.

5. Prices and Taxes

5.1 The Purchase Price is **exclusive of all taxes, duties, levies, surcharges, customs and other duties or other governmental charges** applicable to the sale or supply of goods and services, including Canadian sales taxes, provincial sales taxes, import duties, excise, or other tax applicable to the manufacture, sale, or lease of Goods, or the provision of Services ("**Taxes**"). All applicable Taxes shall be borne solely by the Buyer, and shall be added to the Invoice issued by Aaki for the sale or supply of the Goods and/or Services. Any exemption from any taxes shall be extended to the Buyer only upon the presentation to Aaki of a valid exemption certificate issued by the applicable governmental authority. Notwithstanding the presentation of a valid exemption certificate, as a condition of extension of any such exemption, the Buyer agrees to indemnify and hold harmless Aaki from and against any and all losses and liabilities suffered or incurred by Aaki as a result of extending such exemption, including the amount of any Taxes and any interest or penalty thereon, levied or charged by any governmental authority on Aaki.

5.2 Unless otherwise stated in any Quotation or Invoice, all prices shall be in Canadian dollars. Buyer agrees to remit payment against the Invoice in the currency specified in such Invoice, and if no such currency is specified, then in Canadian dollars.

6. Invoicing and Payment Terms

6.1 Concurrently with the acceptance of a Purchase Order, or promptly thereafter, Aaki shall provide an invoice (the "**Invoice**") to the Buyer setting forth the Purchase Price and all applicable Taxes and, subject to Section 7, all applicable shipping and delivery fees, charges and expenses (collectively, the "**Invoiced Amount**"). Any delays in receiving the Invoice or any errors or omissions in the Invoice shall **not** entitle the Buyer to delay payment of the Invoice until a correct Invoice is issued.

6.2 Unless otherwise stated in any Quotation, Buyer shall remit payment of the Invoiced Amount not later than 2 Business Days after issuance of the Invoice by Aaki. Payment of the Invoiced Amount may be made by

cash, credit card, bank draft or certified cheque, money order or by electronic funds transfer to Aaki's designated bank account. The Buyer may also pay the Invoiced Amount by an internationally accepted credit card acceptable to Aaki, in which case that Buyer shall, in addition to the Invoiced Amount, pay Aaki a processing fee in an amount equal to 3.5% of the Invoiced Amount.

6.3 Buyer shall not be entitled to withhold any sums due and payable to Aaki or to make any set-off or deduction therefrom, notwithstanding any outstanding claims that the Buyer may have against Aaki. In the event the Buyer fails to make any payment when due, the Buyer shall be liable for, and shall forthwith reimburse Aaki for any and all costs and expenses incurred by Aaki in relation to the collection of overdue amounts, including legal fees and expenses on solicitor and client basis.

6.4 All amounts due to Aaki but not paid by Buyer on the due date bear interest payable at a rate equal to one and one-half percent (1.5%) per month (18% per annum) until such overdue amounts (including any interest accrued thereon) are paid in full.

6.5 Without prejudice to the foregoing provisions of this Section 6, in the event the Buyer fails to pay any amount when due to Aaki, or Aaki determines, at its sole discretion that the Buyer's condition has become impaired or unsatisfactory for any reason, Aaki may at its option: (i) accelerate the time for payment of any amounts payable by the Buyer; (ii) demand advance payment for any Purchase Order placed by the Buyer; or (iii) cancel any Purchase Order and repossess any goods already supplied for which Aaki has not received full payment, and for this purpose, Aaki and its representatives shall have the right to enter upon the Buyer's premises.

7. Packaging and Shipping

7.1 All Goods shall be packed and packaged in accordance with Aaki's standard commercial packing and packaging methods. Any nonstandard or special packing or packaging requested by Buyer shall be at Buyer's sole expense.

7.2 Unless otherwise stated in any Quotation, Aaki shall deliver the Goods Ex Works at Aaki's location in Calgary, Alberta or such other location as may be specified by Aaki. All risk of loss or damage shall pass to the Buyer when the Goods are collected by the Buyer or the carrier or other person nominated by the Buyer. Aaki is not responsible for any loss of or damage to the Goods in transit.

7.3 In the event the Purchase Price for the Goods is not paid in full in accordance with the payment terms herein, Aaki may require that the Goods be returned in the same condition as they were delivered at the Buyer's expense. For the purposes of the Contract, the time of delivery of the Goods shall be the date of delivery and not the date of shipment.

7.4 To the extent Aaki arranges for shipping of the Products at Buyer's request and on Buyer's behalf, Buyer agrees to reimburse Aaki promptly for any unforeseen additional shipping, insurance, or other related charges to the extent the same have not been included in the Invoiced Amount.

7.5 Any Services agreed to be provided by Aaki to the Buyer shall be provided at such location as the Parties may mutually agree. The Buyer shall fully reimburse Aaki all costs and expenses incurred by Aaki in relation to the delivery of services, including reasonable travel, lodging and boarding expenses.

7.6 Aaki shall use commercially reasonable efforts to effect delivery promptly and in accordance with the Purchase Order, but shall not be bound by any fixed delivery date. Delivery dates set forth in any Quotation or Purchase Orders accepted by Aaki are estimates only, and Aaki shall deliver the Goods and/or Services subject to availability and receipt of any Buyer furnished materials and information, if applicable. Unless otherwise stated in the Quotation, Aaki shall be under no obligation to deliver the Goods and/or Services until it has received payment in full in accordance with Section 6.

8. Inspection and Tests

8.1 Buyer shall forthwith inspect the Goods upon delivery and shall promptly inform Aaki in writing of any defects or deficiencies in the shipment. Failure by the Buyer to give such notice within 10 days of delivery shall constitute irrevocable acceptance by the Buyer of the Goods, subject to any warranty claims under Section 12 below.

8.2 Any additional requirements mutually agreed by the Parties, including, without limitation, Buyer's source inspection or additional testing required by Buyer, shall be at Buyer's sole expense. Aaki may, at its sole discretion, permit the Buyer or the Buyer's representative to inspect the Goods at Aaki's place of manufacture. Any such inspection, if consented to by Aaki, shall be conducted at such times and in such manner as is acceptable to Aaki.

9. Export Compliance

9.1 The delivery of Goods, provision of Services, and delivery of technical information by Aaki to Buyer is subject to all applicable laws, decrees, statutes, rules, and regulations of Canada, including laws governing the export, re-export and export controls such as the *Export and Import Permits Act*, the *United Nations Act*, the *Special Economic Measures Act*, and the *Defence Production Act*. Buyer is solely responsible for ensuring that the purchase and shipment of the Goods and/or Services and any technical information is in compliance with applicable laws of the jurisdiction in which the Buyer is located. Under no circumstances whatsoever shall Aaki be responsible for any ensuring compliance with the laws of any jurisdiction other than Canada, and shall not be liable for any failure to deliver any Goods and/or Services or any technical information to the Buyer due to the operation of any law or the actions of any governmental authority in any jurisdiction whatsoever. Buyer agrees to indemnify and hold Aaki harmless from any claims or liability arising from Buyer's failure to comply with all such decrees, statutes, laws, rules, and regulations including any legal fees and expenses on a solicitor and client basis.

9.2 The Buyer shall be solely responsible for obtaining all applicable licenses, permits and authorizations for the delivery, export and import of the Goods and/or Services and any technical information. To the extent Aaki provides any assistance in procuring any such licence, permit or authorization, the Buyer shall reimburse Aaki for all costs and expenses incurred by Aaki.

9.3 Any Purchase Order accepted by Aaki which cannot be fulfilled due to law or regulations or the Buyer's inability to obtain any required export license(s), may be cancelled by Aaki. In such case, Aaki shall have no liability or obligations to Buyer.

10. Buyer's Obligation of Assistance (Applicable to Services)

10.1 To the extent Aaki is required to perform Services for Buyer, Buyer shall provide Aaki all information reasonably necessary for Aaki to perform Services, including any plans, plant layouts, wiring instructions, and operational information. This includes previous studies, reports, or other information relative to the design, installation, and selection of equipment. The Buyer shall forthwith provide Aaki with full and accurate information relating to all general and local conditions that may affect Aaki's performance of Services. The Buyer acknowledges that Aaki relying on information furnished by Buyer in developing its specifications, equipment selection, price, and in performing Services

10.2 To the extent necessary for the performance of the Services, the Buyer shall grant Aaki and its authorized representatives and agents access to its premises, facilities and equipment, and provide such space, resources and cooperation as Aaki may reasonably require, to perform the Services. In the event the Services are required to be provided at a third person's location, the Buyer shall cause and procure such person to provide Aaki and its authorized representatives and agents access to its premises, facilities and equipment, and provide such space, resources and cooperation as Aaki may reasonably require, to perform the Services.

10.3 Buyer shall provide safe storage of Aaki's equipment, materials, and tools during the performance of Services at Buyer's or any third person's premises.

10.4 The Buyer agrees to indemnify and hold harmless Aaki, its directors, officers, shareholders, employees, agents, representatives and contractors (the "**Indemnitees**") from and against any and all losses, liabilities, damages, injuries, claims, costs and expenses (including legal fees and costs on solicitor and client basis) that the Indemnitees or any of them may suffer or incur in the course of, as a consequence of or arising out of accessing, entering upon, being present on or performing Services at, the Buyer's or any third person's premises, including any claims brought by a third person.

11. Force Majeure

11.1 Any delay or failure of Aaki to perform its obligations under this Contract shall be excused if such delay or failure is the result of an unforeseeable event or occurrence beyond the reasonable control of Aaki, and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority, terrorism, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lockouts, strikes, and slowdowns), inability to obtain power, utilities, materials, labour, equipment, transportation, or court injunction.

12. Limited Warranty

12.1 Subject to these Terms, Aaki warrants to the original Buyer only, that the Goods sold to the Buyer under the Contract shall be free from material defects in material and workmanship, for a period of twelve (12) months from the date of delivery. Only the specific Goods listed in the Invoice are subject to the warranty set out herein. Consumables obtained from third parties shall bear the warranty of their manufacturer.

12.2 This warranty does not apply to any Goods manufactured or Services performed in whole or in part to Buyer's designs or attributed to equipment, information, or materials furnished by Buyer to Aaki. The Buyer agrees to indemnify and hold harmless Aaki, its directors, officers, shareholders, employees, agents, representatives and contractors (the "**Indemnitees**") from and against any and all losses, liabilities, damages, injuries, claims, costs and expenses (including legal fees and costs on solicitor and client basis) that the Indemnitees or any of them may suffer or incur in the course of, as a consequence of or arising out of the design, manufacture, sale, distribution or use of any Goods manufactured or Services performed in whole or in part to Buyer's designs or attributed to equipment, information, or materials furnished by Buyer to Aaki, including any claims brought by a third person.

12.3 This warranty does not apply to any products that, upon examination by Aaki are found to have been (i) modified, mishandled, misused, abused, or damaged by Buyer or Buyer's customer, (ii) subjected or exposed to any maintenance, repair, installation, handling, transportation, storage, operation or use which is improper or otherwise not in compliance with Aaki instruction; (iii) altered, customized or modified in any manner not approved by Aaki repaired or serviced by a person other than Aaki without Aaki's prior written approval; or (iv) been subjected to any accident, contamination, foreign object damage, abuse, neglect or negligence after delivery to the Buyer. This warranty also does not apply to defects attributed to normal wear and tear or to normally replaceable parts or components..

12.4 Aaki, at its sole option, shall either repair or replace defective Goods at its factory, or issue Buyer a credit for the original price of the defective Goods. All costs of recall, retrieval, removal, dismantling, re-installation, redeployment, re-commissioning, packaging, shipping and insurance of the defective Goods and any replacement Goods shall be borne solely by the Buyer unless otherwise agreed to in writing by Aaki. Repaired or replaced Goods shall be delivered to the Buyer FCA (Free Carrier) at Aaki's location in Calgary, Alberta or such other location as may be specified by Aaki.

12.5 Aaki warrants all Services for ninety (90) days after completion unless otherwise mutually agreed under a separate Service agreement. In the case of defective Services, Aaki shall re-perform such Services.

12.6 Such repair, replacement, credit, and re-performance by Aaki shall be Buyers sole remedy for defective Goods and Services.

12.7 The warranty period for repaired or replaced Goods or re-performed Services shall be the unexpired portion of the original warranty period.

12.8 THE LIMITED WARRANTY SET FORTH IN THIS SECTION 12 IS EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, AAKI DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AND CONDITIONS GRANTED UNDER APPLICABLE LAWS, INCLUDING UNDER THE ALBERTA *SALE OF GOODS ACT* OR ANY OTHER APPLICABLE CONSUMER PROTECTION LEGISLATION. THE BUYER ACKNOWLEDGES THAT AAKI HAS NOT MADE, AND THE BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREINABOVE. NO EXTENSION OF THIS WARRANTY SHALL BE BINDING UPON AAKI CORP. IN THE CASE OF GOODS OTHER THAN THOSE OF AAKI'S OWN MANUFACTURE, AAKI MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED.

13. Return Authorizations

13.1 Buyer's return of defective Goods to Aaki pursuant to a warranty claim is subject to Aaki's then current return authorization process. Failure to follow Aaki's return authorization process may result in lost Goods, delays, additional service, restocking charges, warranty denial, or refusal of a return shipment.

13.2 The Buyer shall submit all warranty claims in writing to Aaki Promptly after discovering any defect or non-conformity. Buyer shall identify the model or part number, description, and serial number, if applicable, for each of the Goods in respect of which a warranty claim is being submitted, along with an explanation of the non-conformance or defect.

13.3 Aaki shall have the right to inspect any Goods in respect of which a warranty claim is filed, and in the event the Buyer fails to make such Goods available for Aaki's inspection, the Buyer shall be deemed to have surrendered any such claim. Aaki may, at its discretion, inspect the Goods at Buyer's location or direct the Buyer to ship the defective Goods to Aaki's designated location, at Buyer's sole risk and cost.

13.4 The Buyer may not ship any Goods to Aaki without Aaki's prior written authorization, as evidenced by a Return Material Authorization (RMA) number issued by Aaki. Once a RMA number is issued by Aaki, the Buyer shall return Goods transportation and insurance prepaid in accordance with instructions issued by Aaki. The RMA number must appear on the shipping label and all paperwork associated with the return. Issuance of a RMA number by Aaki does not constitute and shall not be construed as admission of any defect in or non-conformity of the Goods or an acceptance of any warranty claim.

13.5 If any Goods returned by Buyer are found not to be defective, Buyer shall be so notified and such Goods shall be returned to Buyer at Buyer's expense.

13.6 If the repair or replacement of Goods is not covered by this warranty, such repair or replacement shall not be performed until and unless Buyer issues a Purchase Order to Aaki authorizing such repair or replacement at Aaki's then current repair or replacement price. In addition, Aaki may charge Buyer for any testing or inspection costs.

13.7 The Buyer acknowledges that all Goods returned by the Buyer shall be free and clear of all encumbrances, and upon return, shall become the property of Aaki.

14. Aaki Property; Proprietary Rights; Confidentiality

14.1 All tooling, fixtures, equipment, tools, software, and designs produced, acquired, or used by Aaki for the purposes of fulfilling the Purchase Order shall remain the property of Aaki.

14.2 Aaki retains all right, title, and interest in and to any data, information, software programs, tools, specifications, templates, scripts, ideas, concepts, inventions, designs, patents, trade-marks, trade-names, copyrights, products, know-how, processes, techniques and any and all other intellectual property, whether registered or not, owned, used or developed by Aaki, its employees, and its subcontractors in connection with the manufacture and sale of any Goods or Services, including without limitation Goods and/or Services sold pursuant to the Buyer's Purchase Order (collectively, "**Aaki Property**"). Notwithstanding anything to the contrary contained in this Contract, the Buyer shall not have, or be deemed to have been granted any right, title or interest in or to, or any license to use any Aaki Property.

14.3 Any nameplates or other forms of identification which Aaki has affixed to or marked upon any of the Goods may not be removed or altered by Buyer without Aaki's written consent.

14.4 Unless otherwise identified by the Buyer in writing to Aaki, no information or knowledge heretofore or hereafter disclosed by the Buyer to Aaki in the performance of, or in connection with, the terms hereof, shall be deemed to be confidential or proprietary.

14.5 Unless otherwise agreed in writing, Aaki shall retain title to all Akai Property, including any software, delivered by Aaki, or embedded or embodied in Aaki's Goods, if applicable, and use of such Akai Property by Buyer or third parties shall be conditioned upon execution of a license agreement between Aaki and Buyer.

14.6 The Buyer agrees to keep confidential and not directly or indirectly disclose to any third person any Confidential Information, as defined herein, furnished to it by Aaki in connection with Aaki's Quotation without the Aaki's prior written consent. For the purposes of these Terms, "Confidential Information" includes, but is not limited to, business, financial, statistical, and commercial information, pricing, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know-how, computer programs, designs, data sheets, schematics, configurations, and drawings, and includes the contents of the Quotation.

15. Limitation of Liability

15.1 Aaki assumes no liability arising out of the application or use of any goods or services. any use of the Goods and/or Services is at the sole risk of the Buyer or the user thereof. Aaki accepts no liability for damage(s) or injuries incurred directly or indirectly from the use of any Goods and/or Services.

15.2 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever shall Aaki be liable to the Buyer or any other person claiming by or through the Buyer for any consequential, special, incidental, indirect, multiple, administrative, or punitive damages, or any damage of an indirect or consequential nature arising out of or related to the sale of Goods and/or Services to, or the use of Goods and/or Services by, the Buyer including, without limitation, loss of use, loss of revenues, loss of anticipated profits, and cost of capital, whether based upon breach of Contract, warranty, negligence, or any other type of claim, and whether grounded in tort, contract, civil law, or other theories of liability, including strict liability, even if advised in advance of the possibility of such damages.

15.3 Aaki's total liability to the Buyer arising from or related to sale of Goods and/or Services to, or the use of Goods and/or Services by, the Buyer, including any obligation to indemnify, shall not exceed the amount actually paid by the Buyer to Aaki pursuant to the Purchase Order issued by the Buyer.

16. Governing Law and Jurisdiction

16.1 This Contract, and any and all disputes and disagreements arising therefrom or related thereto shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without giving effect to any conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

16.2 The Parties attorn to the exclusive jurisdiction of the courts of the Province of Alberta located in the City of Calgary

17. Disputes and Arbitration

17.1 The Parties shall attempt to amicably resolve any dispute, controversy, or claim arising under this Contract, including in with respect to its interpretation, performance, or termination. In the event the Parties are unable to resolve such dispute either, Party may refer the dispute to arbitration by notice in writing to the other Party. Notwithstanding the foregoing, Aaki shall have the right to seek injunctive remedies to prevent any breach of the provisions of this Contract.

17.2 The arbitration shall be conducted by a sole arbitrator at Calgary, Alberta in English and in accordance with the rules of Canadian Arbitration Association, which shall administer the arbitration and appoint the arbitrator.

17.3 The arbitration award shall be final and binding on both Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator.

18. Relationship of the Parties

Each Party is an independent contractor and neither Party is, nor shall be considered to be, an agent, partner, distributor or representative of the other and neither of the Parties shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

19. Assignment

19.1 Buyer may not assign the Contract or the Purchase Order to any person without the prior written consent of Aaki, to be granted at Aaki's sole discretion, and any assignment, delegation, sublicense, or transfer (i) without such written consent is void and of no effect. For the purposes of these Terms, any change of control of the Buyer shall be deemed to be an assignment.

19.2 Aaki may, without Buyer's consent, subcontract any or all of the its obligations under the Contract, and may assign its obligations under the Contract to any successor, by way of merger or consolidation, or the acquisition of substantially all of the entire business and assets of Aaki, provided that such successor shall expressly assume all of Aaki's obligations under the Contract.

20. Waiver; Remedies; Costs

20.1 None of the provisions herein shall be waived by any act or knowledge on the part of Aaki, except by written instrument signed by a duly authorized representative of Aaki.

20.2 The wavier by Aaki of any provision, or right hereunder or the failure to enforce at any time any of Aaki's terms and conditions, or any rights with respect thereto, is not a continuing wavier or a waiver of any other rights, or of any material breach or failure of performance of Buyer.

20.3 The remedies herein reserved or created for Aaki shall be cumulative, and additional to any other or further remedies provided at law or in equity.

20.4 Aaki may remedy any breach of the terms or conditions hereof without waiving the breach remedied, or without waiving any other prior or subsequent breach.

20.5 Buyer shall pay all Aaki's costs and expenses, including attorney's fees, incurred by Aaki in exercising any of its right or remedies hereunder or enforcing any of the terms or conditions hereof.

21. Severability

If, in any jurisdiction, any provision of these Terms or its application to any Party or circumstance is restricted, prohibited or unenforceable, that provision shall, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of these Terms, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other Parties or circumstances.

22. Survival

Any Section or provision herein which contemplates performance or observance subsequent to any termination or expiration of this Agreement, or which by its nature should survive, shall survive any termination or expiration of Buyer's Order and continue in full force and effect.

23. Entire Agreement

This Contract constitutes the entire agreement between the Parties and supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter hereof. . Except as specifically set out in this Contract, there are no representations, warranties, conditions or other agreements or acknowledgements, whether direct or collateral, express or implied, written or oral, statutory or otherwise, that form part of or affect this Contract or which induced any Party to enter into this Contract.