



**HERAEUS ELECTRO-NITE CANADA LTD.
STANDARD TERMS OF SALE**

This Sales Agreement applies to the purchase by Purchaser identified in the Offer (as hereinafter defined) to which this Sales Agreement relates (the “Purchaser”) from Heraeus Electro-Nite Canada Ltd. (“Heraeus”). This Sales Agreement consists of, in order of precedence and as applicable: quotation, statement of work or offer, or order acknowledgement (with typed portions controlling over pre-printed portions) (each, an “Offer”) provided by Heraeus to Purchaser; Product, Equipment, or Service specifications; and these Standard Terms of Sale, also known as “Terms of Sale” (collectively, the “Sales Agreement”). Any conflicting or additional terms contained in Purchaser’s purchase order, correspondence or other method of acceptance or order, constitutes a proposal to amend the Sales Agreement. No provision of any amendment proposal to the Sales Agreement will govern unless expressly accepted in a signed writing by Heraeus. Heraeus’s provision of the Goods (as hereinafter defined) shall be governed solely by the Sales Agreement and any amendment proposal accepted in a signed writing by Heraeus.

1. **Sale of Goods.** Purchaser agrees to purchase from Heraeus, in accordance with the terms and conditions set forth in the Sales Agreement, the goods or services specified in the applicable Offer, which are either (i) Heraeus consumable or hardware products solely manufactured by, or on behalf of, Heraeus (collectively, “Products); (ii) equipment or instrumentation solely manufactured by, or on behalf of, Heraeus or its affiliates (collectively, “Equipment”) or (iii) services and other related deliverables (collectively, “Services”). Products, Equipment, and Services are, collectively, “Goods.”
2. **Prices.** Purchaser shall purchase the Goods from Heraeus at the price(s) set forth in the applicable Offer. All prices are in United States (U.S.) dollars and Ex Works (EXW) (Heraeus designated shipping point) (Incoterms 2020), unless otherwise noted in the Offer. All prices are exclusive of all harmonized sales tax, goods and services tax, sales tax, value added tax, use and excise taxes, tariffs, levies, duties, tolls and any other or similar taxes and charges of any kind imposed by any governmental authority on any amounts payable by Purchaser under the Sales Agreement, whether existing before or after the date of any Offer (collectively, “Taxes”). Purchaser shall be responsible for all Taxes. Heraeus reserves the right to adjust prices, assess surcharges or issue invoices to Purchaser on account of Taxes at any time upon at least thirty (30) days’ notice to Purchaser due to any new, additional, or amended Taxes payable on or charged against any Goods after the date of any Offer. If Purchaser does not provide written evidence of acceptance of such price adjustments or surcharges within fourteen (14) days after the date of the notice of price adjustment or surcharge, Heraeus may reject or otherwise terminate any or all of Purchaser’s purchase orders without further obligation or liability.
3. **Payment Terms.** Unless otherwise specified in the Offer, Purchaser shall pay all invoiced amounts due to Heraeus within thirty (30) days from the date of Heraeus's invoice. Unless otherwise specified in the Offer, Purchaser shall make all payments hereunder by wire transfer, cheque or Automated Clearing House. Purchaser shall pay interest on all late payments at the rate of one-and-a-half percent (1.5%) per month, compounded monthly (19.56% per annum) from the date payment was due until all payments are paid up in full. Purchaser shall reimburse Heraeus for all costs incurred in collecting any late payments, including, without limitation, all reasonable legal and other professional fees on a full indemnity basis. If Purchaser fails to promptly pay any amount owing to Heraeus as and when due, Heraeus reserves the right to suspend, terminate or reject new orders contained in or made pursuant to any Offer, in whole or in part, without further obligation or liability; provided, however, that Purchaser shall remain liable to Heraeus for all amounts payable by Purchaser to Heraeus up to the date of such suspension, termination or rejection. All payments received by Heraeus shall be applied firstly to interest, secondly to costs, and thirdly to the outstanding balance of the oldest to newest invoices.
4. **Delivery.**
 - a) All shipping and delivery dates are estimates and based upon prompt receipt by Heraeus of all necessary information, including final agreement on detailed specifications and approved submittal drawings, at its offices, on such dates or with such lead times as specified. If no estimated shipping or delivery date is provided, Goods will be shipped within a reasonable time after acceptance of the Offer by Heraeus, subject to prompt receipt by Heraeus of all necessary information, including final agreement on detailed specifications and approved submittal drawings, at its offices, on such dates or with such lead times as specified and availability of finished Goods. Heraeus shall not be liable for any delays, loss, or damage in transit.
 - b) Heraeus shall deliver the Goods to Heraeus’s designated shipping point at the address set forth in the applicable Offer (the “Delivery Point”) using Heraeus’s

standard methods for packaging and shipping such Goods. Goods will be deemed delivered when they are made available for collection by Purchaser’s carrier for shipment.

- c) Heraeus may, in its sole discretion, without liability or penalty, make partial delivery of Goods to Purchaser. Each delivery will constitute a separate sale, and Purchaser shall pay for the units or Services delivered to it whether such delivery is in whole or partial fulfilment of the quantity purchased under the applicable Offer.
 - d) If for any reason Purchaser fails to accept delivery of any of the Goods on the date fixed under Heraeus's notice that the Goods have been delivered at the Delivery Point, or if Heraeus is unable to deliver the Goods at the Delivery Point on such date because Purchaser has not provided appropriate instructions, documents, licenses, or authorizations: (i) risk of loss to the Goods shall pass to Purchaser; (ii) the Goods shall be deemed to have been delivered; and (iii) Heraeus may, at its option, store the Goods until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
5. **Non-Delivery.** The quantity of any instalment of Goods made available for collection by Purchaser’s carrier is conclusive evidence of the quantity received by Purchaser on delivery unless Purchaser can provide conclusive evidence to the contrary. Heraeus shall not be liable for any non-delivery of Goods (even if caused by Heraeus's negligence) unless Purchaser gives written notice to Heraeus of the non-delivery within two (2) days of the date when the Goods would in the ordinary course of events have been received. The sole and exclusive remedy for any liability of Heraeus for non-delivery of the Goods shall be limited to delivering the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.
 6. **Title and Risk of Loss.** Title and risk of loss or damage to Goods shall pass to Purchaser when the Goods are made available by Heraeus for collection by Purchaser or its selected carrier at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Purchaser hereby grants to Heraeus a security interest in and to all of the right, title, and interest of Purchaser in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase-money security interest under the *Personal Property Security Act* (Ontario). Purchaser unconditionally and irrevocably releases and forever discharges Heraeus with respect to any claims for loss or damage after risk of loss or damage to Goods has passed to the Purchaser or its selected carrier.
 7. **Inspection and Rejection of Non-Conforming Goods.**
 - a) Purchaser shall inspect the Goods within two (2) days of receipt thereof ("Inspection Period"). Purchaser will be deemed to have accepted the Goods unless it notifies Heraeus in writing of any Non-Conforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Heraeus. "Non-Conforming Goods" means only the following: (i) Goods delivered to Purchaser are different than identified in the Offer; or (ii) Goods labelling or packaging incorrectly identifies its contents.
 - b) If Purchaser timely notifies Heraeus of any Non-Conforming Goods within the Inspection Period, Heraeus shall, in its sole discretion, (i) replace such Non-Conforming Goods with conforming Goods at Heraeus’s cost, or (ii) credit or refund the purchase price for such Non-Conforming Goods. If requested by Heraeus, Purchaser shall ship, at Heraeus’s expense and risk of loss, the Non-Conforming Goods to the Delivery Point. If Heraeus exercises its option to replace Non-Conforming Goods, Heraeus shall, after receiving Purchaser's shipment of Non-Conforming Goods, deliver to Purchaser the replaced Goods at the Delivery Point ready for shipping by the Purchaser.
 - c) Purchaser acknowledges and agrees that the remedies set forth in Section 7(b) are Purchaser's exclusive remedies for the delivery of Non-Conforming Goods. Except as provided under Section 7(b), all sales of Goods to Purchaser are final and Purchaser has no right to return Goods purchased to Heraeus.
 8. **Instructions.** One copy of instructions for use covering the Goods shall be made available upon request by Purchaser.
 9. **Installation:** Unless otherwise stated in the Offer, all Equipment shall be installed by and at the expense of the Purchaser in accordance with the written installation instructions supplied by Heraeus for such Equipment.

10. **No Set-Off.** Purchaser shall not, and acknowledges that it will have no right to, under the Sales Agreement or any other agreement, document or law, withhold, set-off, recoup, or debit any amounts owed (or to become due and owing) to Heraeus or any of its affiliates, whether under the Sales Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Heraeus or its affiliates, whether relating to Heraeus's or its affiliates' breach or non-performance of the Sales Agreement or any other agreement between Purchaser and Heraeus or any of its affiliates, or otherwise.
11. **Limited Warranty.**
 - a) Warranty. Subject to the terms of the Sales Agreement, Heraeus warrants to Purchaser as follows:
 - i) For a period of one (1) year from the date of shipment from Heraeus, all Equipment shall be: (i) within limits of calibration, if any, specified in their written specifications, in all material respects; and (ii) free from material defects in material and workmanship, normal wear and tear excepted;
 - ii) For a period of ninety (90) days from the date of shipment from Heraeus, all Products shall be (i) within limits of calibration, if any, specified in their written specifications, in all material respects; and (ii) free from material defects in material and workmanship, normal wear and tear excepted; and
 - iii) For a period of thirty (30) days from the date of substantial completion of the Services, the Services will: (i) be free from material defects in workmanship; (ii) comply with all applicable Federal, Provincial and municipal laws, regulations and ordinances; and (iii) be in substantial accordance with applicable industry standards in Canada.
 - iv) Subject to the terms of the Sales Agreement, in the event that Heraeus performs repairs to Equipment, the repaired component of such Equipment only shall be within limits of calibration, if any, for such period of time, as specified in its written calibration certificate. Heraeus further warrants to Purchaser that the repaired component of Equipment only shall be free from material defects in material and workmanship, normal wear and tear excepted, for a period of ninety (90) days from the date of substantial completion of Equipment repair.
 - b) Disclaimer. **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 11.a), HERAEUS MAKES NO CONDITION OR WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (i) CONDITION OR WARRANTY OF MERCHANTABILITY; OR (ii) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) CONDITION OR WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. NO MODIFICATION OR ALTERATION OF THE FOREGOING WARRANTIES SET FORTH IN SECTION 11.a) SHALL BE VALID OR ENFORCEABLE UNLESS SET FORTH IN A WRITTEN AGREEMENT SIGNED BY HERAEUS AND PURCHASER.**
 - c) Third-Party Product. **Products manufactured by a third party ("Third-Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third-Party Products are not covered by the warranty in Section 11.a). For the avoidance of doubt, HERAEUS MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY (i) CONDITION OR WARRANTY OF MERCHANTABILITY; (ii) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) CONDITION OR WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
 - d) Warranty Claims. The warranties in Section 11.a) are only for the direct benefit of Purchaser and may not be transferred, directly or indirectly, to any other person. Purchaser must notify Heraeus in writing of any defects during the

applicable warranty period. Purchaser may not return any Goods to Heraeus unless such return is first authorized in writing, and issued a return merchandise authorization (RMA), by Heraeus. Heraeus may require inspection of the purportedly defective or non-conforming Goods. Heraeus may require Purchaser to reimburse Heraeus for all reasonable Heraeus costs and charges if Heraeus is required to examine or rework returned Goods that Heraeus determines to comply with the applicable warranty under Section 11.a). Purchaser may not make a claim against Heraeus or its affiliates or suppliers based on any reasonable variations from the specifications of the Products, Services, or Equipment that do not adversely affect their respective general performance. Heraeus is not responsible for performance figures given in any source other than the Heraeus specifications and the applicable material safety data sheet for the applicable Products, Services, or Equipment.

- e) Implied Waiver. Heraeus shall not be liable for a breach of the warranty set forth in Section 11.a) if: (i) Purchaser makes any further use of such Goods after giving notice in accordance with Section 11.d); (ii) the defect arises because Purchaser or a third party failed to follow Heraeus's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; or (iii) Purchaser alters or repairs such Goods without the prior written consent of Heraeus. Heraeus disclaims liability that may arise: if Purchaser or any third party modifies, misuses, improperly installs or repairs the Goods; if the Goods suffer an accident, neglect, or adverse condition; if the Goods are used contrary to specifications or instructions for use; or from normal wear and tear. The applicable warranty under Section 11.a) will terminate when Purchaser or a third party incorporates such Goods into Purchaser's or a third party's products, facilities, materials, goods, or equipment, even if the warranty has not expired, unless the Goods were verified to comply with their respective specifications using tests or methods acceptable to Heraeus.
 - f) Remedies. Subject to Section 11.d) and 11.e), with respect to any such Goods that do not conform to the applicable warranty under Section 11.a), Heraeus shall, at its option and in its sole discretion, either (i) repair or replace such Goods (or the defective part) or (ii) credit the price of such Goods at the pro rata contract rate; provided that if Heraeus so requests and issues a return merchandise authorization, Purchaser shall, at Heraeus's expense, return such Goods to Heraeus as directed by Heraeus. Heraeus may require Purchaser to reimburse Heraeus for all reasonable Heraeus costs and expenses if Heraeus is required to examine or rework returned Goods that Heraeus determines do comply with the applicable warranty under Section 11.a). **THE REMEDIES SET FORTH IN THIS SECTION 11.f) SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND HERAEUS'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11.a).**
 - g) Service Conditions. Heraeus will perform Services with due and reasonable diligence, following the processes and procedures customarily applied by Heraeus to the applicable Services. Heraeus does not guarantee any specific outcome and Heraeus assumes no responsibility beyond performing its Services to this standard.
12. **Limitation of Liability.** **IN NO EVENT SHALL HERAEUS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, EXTRAORDINARY, OR AGGRAVATED DAMAGES, LOST PROFITS OR REVENUE, DIMINUTION IN VALUE OR LOSS OF USE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THE SALES AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSS HAS BEEN DISCLOSED IN ADVANCE BY PURCHASER OR COULD HAVE BEEN REASONABLY FORESEEN BY HERAEUS, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. EXCEPT WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL HERAEUS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS SALES AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF THE PURCHASE PRICE FOR THE GOODS SOLD HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIM.**
13. **Intellectual Property.** In the course of manufacturing or supplying the Goods,

Heraeus

Heraeus or its affiliates and each of it and their respective employees, contractors, agents or representatives may invent, develop or discover methods, techniques, processes, technology, know-how, formulas or software that have application in Heraeus's business generally and are not specific to the Goods ("**Heraeus Developments**"). The Heraeus Developments are and will be the sole and exclusive property of Heraeus. In consideration of receipt of Goods, Purchaser covenants not to reverse engineer any Goods and not to assist any other person, including any affiliate of Purchaser or its or their respective employees, contractors, agents or representatives, to reverse engineer any Goods.

14. **Compliance with Laws.** Purchaser is in compliance with and shall, throughout the term of this Sales Agreement, comply with all applicable laws, regulations, codes, and ordinances. Purchaser has and shall maintain in effect all the licences, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Sales Agreement.
15. **Indemnification.** Purchaser shall indemnify, defend, and hold harmless Heraeus and its officers, directors, employees, contractors, agents, affiliates, subsidiaries, successors, and assigns (collectively, the "**Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, deductibles, increase in insurance premiums, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees, and the costs of enforcing any right to indemnification under the Sales Agreement and the cost of pursuing any insurance providers, incurred by any Indemnified Parties or awarded against any Indemnified Parties in a final judgment, relating to or arising out of or resulting from any claim arising out of or occurring in connection with the Goods purchased from Heraeus or Purchaser's negligence, willful misconduct, or breach of any provision of the Sales Agreement. Purchaser shall not enter into any settlement arising out of or relating to any claim for which Purchaser agreed to indemnify Heraeus without Heraeus's prior written consent, such consent not to be unreasonably withheld.
16. **Confidentiality.** All non-public, confidential or proprietary information of Heraeus, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, personal information, pricing, discounts, or rebates, disclosed by Heraeus to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Sales Agreement is confidential, solely for the use of performing the Sales Agreement and may not be disclosed or copied unless authorized by Heraeus in writing. Upon Heraeus's request, Purchaser shall promptly return all such documents and other materials received from Heraeus and destroy (and promptly upon request, certify destruction of) all electronic copies of such documents and other materials in or under its care, possession or control. Heraeus shall be entitled to injunctive relief for any violation of this Section 16. This Section 16 shall not apply to information that is: (a) in the public domain through no breach by Purchaser of this provision; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party that is not under any obligation to keep such information confidential.
17. **Service Calls.** Unless otherwise provided, service calls shall be made at the expense of Purchaser at then-current Heraeus rates.
18. **Errors.** Heraeus reserves the right to correct all typographical or clerical errors that may be present in the Sales Agreement.
19. **Tooling.** Any special tooling or test equipment required for the production and shipment of any Goods, will remain the sole and exclusive property of Heraeus.
20. **Force Majeure.** If Heraeus's ability to perform its obligations under this Sales Agreement is limited, delayed or prevented in whole or in part by any reason whatsoever not reasonably within the control of Heraeus, including, but not limited to, act of God, epidemic, pandemic, disease, outbreak, war, invasion, act of foreign enemy, hostilities, civil war, rebellion, civil strife, strikes or industrial dispute, Heraeus's production plants or facilities that are essential for providing the Goods are not in operation (e.g. unscheduled physical inventory or plant maintenance, production changeover, legal holidays, governmental inspection), insolvency or bankruptcy of a supplier, or by any law, rule, regulation, order or other action by any public authority, supply chain or transportation delays or the refusal of any necessary license (each a "**Force Majeure Event**") then Heraeus will be excused, discharged, and released from performance to the extent such performance is so limited, delayed or prevented, without liability of any kind. A Force Majeure Event will also be deemed to exist if Heraeus can prove (a) that Heraeus production plants that are essential for production of the Goods become partly or fully inoperative due to reasons that could not be foreseen by Heraeus; (b) that Goods cannot be delivered

to Purchaser due to the incorrect specifications supplied by Purchaser; and/or (c) that there is a shortage of raw materials, precious metals, equipment, fuel, or other components necessary to manufacture the Goods or such materials are otherwise not commercially available in quantities or at such times as are necessary to produce the Goods in accordance with the Sales Agreement.

21. **Termination.** In addition to any remedies that may be provided in the Sales Agreement, Heraeus may terminate the Sales Agreement or any Offer, in whole or in part, with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due; (ii) has not otherwise performed or complied with any of the material terms or conditions of the Sales Agreement, in whole or in part; or (iii) becomes insolvent or is generally unable to pay or fails to pay its debts as they become due, ceases to carry on all or substantially all of its business in the ordinary course, makes an assignment into bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
22. **Severability.** If any term or provision of the Sales Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Sales Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
23. **Amendments and Modifications.** No amendment to or modification of these Standard Terms of Sale will be effective unless it is in writing, identified as an amendment to the Standard Terms of Sale and signed by an authorized representative of each party.
24. **Waiver.** No waiver by any party of any provision of the Sales Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Sales Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising under the Sales Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
25. **Cumulative Remedies.** All rights and remedies provided in the Sales Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. Notwithstanding the previous sentence, the parties intend that Purchaser's rights under Section 7 and Section 11 are Purchaser's exclusive remedies for the events specified therein.
26. **Assignment.** Purchaser shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Sales Agreement, in whole or in part, without the prior written consent of Heraeus, which consent may be withheld in Heraeus's sole and absolute discretion. Any purported assignment, transfer, delegation, or subcontract in violation of this Section 26 shall be null and void. No assignment, transfer, delegation or subcontract shall relieve Purchaser of any of its obligations under the Sales Agreement. Heraeus may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Sales Agreement without Purchaser's prior written consent.
27. **Successors and Assigns.** The Sales Agreement is binding on and enures to the benefit of the parties to the Sales Agreement and their respective successors and permitted assigns.
28. **Survival.** Sections 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, this Section 28, 29 and 30 shall survive the expiration or earlier termination of the Sales Agreement.
29. **Notices.** Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under the Sales Agreement (other than routine communications having no legal effect) (each, a "**Notice**") in writing and addressed to the other party at their last known address. Each party shall deliver all Notices by personal delivery, nationally recognized same day or overnight courier (with all fees prepaid), facsimile, or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is conclusively deemed to have been validly and effectively given: (a) if sent by personal delivery or by courier (all fees prepaid) on the date of receipt; (b) if sent by facsimile, on the date of transmission if a business day or if not a business day or after 5:00 p.m. local time in Toronto, Ontario on the date of transmission, on the next following business day; or (c) if sent by certified or registered mail, on the third day after the mailing thereof.
30. **Governing Law and Choice of Forum.** This Sales Agreement shall be interpreted

in accordance with and governed solely by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its conflict of laws rules and without giving effect, and expressly excluding, the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention). Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Sales Agreement and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, Canada, and each party irrevocably submits to the non-exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding.

31. **Miscellaneous.** The headings contained in the Sales Agreement are for reference only and are not to be construed to affect construction or interpretation of the Sales Agreement. The Sales Agreement, and the documents referenced in the Sales Agreement, including any specifications, constitute the entire understanding and agreement between Heraeus and Purchaser, and supersede all prior oral or written negotiations and agreements with respect to the subject matter of the Sales Agreement. Nothing in this Sales Agreement may be construed to create a partnership, joint venture or agency relationship between Heraeus and Purchaser. The Sales Agreement is entered into solely for the benefit of Heraeus, Heraeus's assigns, the Indemnified Parties (with respect to any right to indemnification pursuant to Section 15) and Purchaser, and no other person will acquire the right to enforce any provision of the Sales Agreement against either party. With respect to all activities under the Sales Agreement, each of Heraeus and Purchaser shall comply with all applicable Federal, Provincial, State, Municipal and local laws, government regulations and orders, including without limitation concerning: (a) delivery, use, or sale of the Goods; (b) occupational health and safety; (c) protection of persons and property from death, injury or damage; (d) labour and employment, including equal employment opportunity; (e) Taxes; (f) export control; (g) the environment and the use, handling, storage, labeling, and disposal of toxic or hazardous materials; and (h) money laundering, bribery, anti-terrorism, trade embargos, and economic sanctions. The parties agree that the Sales Agreement and all related documents shall be drawn up in the English language only. Les parties aux présentes ont convenu que le contrat de vente et tous les documents s'y rattachant soient rédigés en langue anglaise seulement.