

APPLICATION OF TERMS AND CONDITIONS OF SALE

The following terms and conditions shall govern any sale by NEXEYA CANADA INC. ("NEXEYA") of orders for Electrical Wiring Interconnect Test Systems and/or related products and/or standard services (hereinafter "Product") sold to NEXEYA Customers, unless Customer has signed a separate formal purchase agreement with NEXEYA. Additional terms may accompany the Product and shall apply.

NEXEYA reserves the right to add, delete or amend these Terms and Conditions without prior written notice at any time, at NEXEYA's sole discretion. Any changes will be reflected in these Terms and Conditions.

The most current Terms and Conditions are available at www.NexeyaTestSolutions.com.

"Customer" means any person ordering products from NEXEYA for their own use and not for resale, unless Customer is an Authorized NEXEYA Dealer with a valid purchase agreement with NEXEYA.

"NEXEYA Products" means any hardware, software or services supplied by NEXEYA.

"Third Party Products" refers to hardware, products or software supplied by NEXEYA under the brand name of a third party.

"Products" means collectively both NEXEYA and Third Party Products.

QUOTATIONS

All prices are quoted with the respective currency identified and are exclusive of applicable customs duties, brokerage fees, and shipping charges and applicable taxes, all of which are in addition to the quoted prices. Quotations provided by NEXEYA are valid for a period of 30 (thirty) days unless otherwise noted. Booked orders are shipped at the prices quoted at the time of the booking of the order. Pricing may change at any time without notice; obtaining a quotation for any product or project is the only method to guarantee pricing.

Lead times provided during the quoting process are estimates at the time the quotation is provided based on production cycles and the production schedule at the time the quotation is issued. The lead time will be confirmed, and may change, when the Purchase Order confirmation is provided. In addition, the final delivery date maybe impacted by global supply chain and/or transportation constraints. Nexeya will deploy labour as necessary to meet timelines however the customer acknowledges that Nexeya has no control over general supply chain challenges.

PRODUCTS

NEXEYA's policy is one of on-going product update and revision. NEXEYA may revise and/or discontinue products shown in our catalogue, marketing materials or our website at any time. NEXEYA will ship Products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. NEXEYA reserves the right to update, change, modify or replace components on an as needed basis, determined by NEXEYA, NEXEYA will do the utmost to maintain form, fit and function characteristics. Buyer shall utilize the products as per the products instructions, applications, operator training or written guidance from

NEXEYA. The Buyer is fully responsible for the safe operation of the products supplied by NEXEYA. NEXEYA take no responsibility for products that have not been maintained, upgraded, modified or altered in any way, shape or form from the configuration in which they left the factory. In addition the Buyer acknowledges that only Nexeya trained operators will operator or maintain the system and any faults linked to untrained operation or maintenance actions is the full responsibility of the Buyer.

RETURN OF PRODUCT

Return of Product is at the sole discretion of NEXEYA and is on an exception basis, a restocking will apply. NEXEYA will authorize return of the Product only via the Return Material Authorization process, email hc.support@hensoldtcanada.com for an RMA ticket. All returns of the Product must be authorized in advance. The buyer is responsible for all freight and freight related charges on returned Product. All requests for authorization of return and all returns must include reference to the NEXEYA original invoice number. Any returned product will be reviewed and inspected for any physical damage and will be tested and certified to production standards to ensure that the returned product conforms to the appropriate product specifications. Any damages and / or the cost of repairs, at NEXEYA's current charge out rate will be applied against the overall value of the product and will impact any applied credits or returned valued. Custom and third-party products cannot be cancelled and/or returned. All returns must follow the RMA process and have an RMA number assigned. Courier tracking numbers are not a substitute for RMAs and Nexeya Canada is not responsible for any product returned without an RMA.

DELIVERY OF PRODUCT

NEXEYA shall be under no liability to the Buyer or anyone else nor shall NEXEYA be responsible for any penalty whatsoever through failing to make delivery for any reason whatsoever including, without limitation, non-availability of supply, existing or new government legislation or regulations, strikes, lockouts or other labour disturbances. All shipments of Product are subject to NEXEYA approval including, without limitation, NEXEYA credit approval. NEXEYA has the right to substitute reasonably equivalent product for those ordered by the Buyer and the Buyer agrees to accept delivery of such substituted product. Orders may not be cancelled or rescheduled by the Buyer after delivery by NEXEYA to the Delivery Location. In the event of the necessity of allocation of available Products by NEXEYA, orders that are accepted by NEXEYA will be accepted using a fair scheduling method. Special orders for product not normally stocked are non-cancellable and non-returnable. All delivery dates are estimates only. NEXEYA's only obligation with respect to delivery dates shall be to use reasonable effort to meet same. All shipments shall be F.O.B. NEXEYA, Markham, Ontario unless otherwise agreed in writing between Buyer and Seller. Title and risk of loss shall pass to Buyer at the F.O.B. point. Unless otherwise agreed in writing, NEXEYA will ship via surface transportation. NEXEYA will not be liable for any delays, breakage, loss or damage after having made delivery in good order to the carrier. In the event Buyer does not take timely delivery of Goods when NEXEYA tenders the Goods for delivery according to the purchase order, NEXEYA shall have the right to charge Buyer a storage fee of one-half of one percent (.5%) of the balance of the purchase price then due for each month the Goods remain on the premises of NEXEYA. Any delays by Buyer in furnishing necessary technical information or documents (data required by NEXEYA to perform its obligations) or caused by order amendments requiring additional production time, shall result in a corresponding postponement of the time allowed for delivery of the Goods and NEXEYA will not be held responsible. NEXEYA shall have the right to charge Buyer all extra costs and expenses incurred on account of delay on Buyer's part. NEXEYA reserves the right to insure all

shipments at Buyer's expense. Any damages or losses shall be taken up by the client directly with the carrier, NEXEYA will provide support and documentation as reasonable. Prepaid shipping charges and Insurance paid by NEXEYA for destinations beyond the Delivery Location shall be the responsibility of the Buyer and may be invoiced by NEXEYA on the Invoice for the Product or separately. Unless the Buyer takes delivery at the applicable Delivery Location, NEXEYA shall be entitled to choose the method of shipping the Product and the carrier. For any purchase, all costs of transportation, duties, taxes, imposts or assessments of any kind from the Delivery Location shall be for the account of the Buyer. NEXEYA reserves the right to make deliveries of any of the Buyer's orders in instalments.

SHORTAGES AND DAMAGE CLAIMS

Any claims for shortages must be made within 5 days (five) of receipt of the Product. Any claims for damages must be made immediately to the carrier and within 48 hours to Nexeya. If the shipment of the Product delivered by a common carrier is damaged or in tampered condition, do not sign the bill of lading without noting the damaged or tampered condition on the bill of lading. NEXEYA recommends that photos are taken at the time of delivery. All claims for damaged Product should be referred to the common carrier and are not the responsibility of NEXEYA. NEXEYA will assist as reasonably possible assist in the settlement of the claim by providing information as requested. Damage claims should be made immediately after receipt of Product.

PAYMENT TERMS

Upon credit approval, Payment Terms are as specified in the quotation. Any amount not paid for any reason whatsoever shall bear interest at an annual rate of 24% per annum. NEXEYA reserves title to all Products delivered by NEXEYA until payment in full is received by NEXEYA.

RESERVATION OF TITLE

Regardless of when risk of loss passes to the Buyer with respect to the shipped Product, NEXEYA reserves title to all Products shipped under the purchase order until such time as payment in full is received by NEXEYA for the shipped Product. By signing the purchase order (or the bill of lading under which the Product is shipped) or otherwise, in any way, taking delivery of the Product, the Buyer creates a purchase money security interest in favor of NEXEYA in all Product shipped under the purchase order.

CANCELLATIONS

If the Buyer cancels an order any time after the purchase order is received by NEXEYA, the Buyer is responsible for the labour and material costs completed to the date of cancellation plus a service charge of 50%. Custom and third-party products cannot be cancelled and/or returned and will be billed in full.

LIMITATIONS OF LIABILITY

NEXEYA shall not be responsible in any way whatsoever for the acts or omissions of the Buyer's personnel or any act or thing caused by the Buyer's amendment, installation, service or use in any way whatsoever of the Product and the Buyer indemnifies and saves NEXEYA harmless from any claims arising from any such acts or omissions. All NEXEYA liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period. The Buyer shall

not in any event be entitled to and NEXEYA shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages. The limitations in this shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict NEXEYA's liability.

WARRANTY

NEXEYA reserves the right to modify its warranty statement at any time, in its sole discretion.

Warranty applies to original purchaser and is not transferable to third parties, subcontractors or outsourced services that may come in contact with products. Warranty is void upon the modification or integration with other components not covered by a Seller warranty when such integration increases the likelihood of problems, failures, or damage. The warranty is only valid upon receipt of payment in full to NEXEYA for the Product to be warranted. NEXEYA warrants that the shipped Product will be free from defects in material and workmanship in conformance with our specifications for a period one year (1) from date of shipment by NEXEYA. Warranty repair or replacement by NEXEYA shall not extend or renew the applicable warranty period. The warranties and remedies are conditioned upon (a) proper storage, installation, use, operation, and maintenance of Products, including updates to software, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing NEXEYA access to those records, and (c) modification or repair or calibration of Products only as authorized by NEXEYA in writing. Failure to meet any such conditions renders the warranty null and void. NEXEYA may request remote access to systems in order to aid in determining the cause of any issue, failure to provide remote access will result in the suspension of support until adequate real time data can be provided. Products covered by this warranty must be returned prepaid and received within the warranty period as per the RMA process <http://www.Nexeyatestsolutions.com/rma>. No allowances will be made for labour, material, time, damage or transportation claims, nor will Product be replaced or rebuilt if it was damaged from improper use. For any warranty work duties, taxes, imposts or assessments of any kind from the Delivery Location shall be for the account of the Buyer. For customs and duties the buyer is responsible to administer the customs and duties offset from returning the failed product and receiving a repaired product. This warranty does not apply to loss or damage caused by accidents; riot; labour disputes; acts of God; inadequate power sources; power interruptions; use with hazardous or explosive chemicals and/or materials; unfit or inadequate environmental control, including site conditions and chemicals used individually or in combination; improper operation, maintenance, supervision, training, or use of safety precautions relating to the operation of the Product; or other causes beyond the control of NEXEYA. No allowances will be made for the cost of work done or repairs done by others. Units that are returned under warranty that pass all production testing and troubleshooting protocols and do not require any repairs will be subject to a retest and recertification fee.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY STATEMENT, NEXEYA MAKES NO OTHER WARRANTIES OR CONDITIONS AND THE WARRANTY STATEMENT IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, PROMISES, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NEXEYA EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THE PRODUCT'S LIMITED WARRANTY STATEMENT. ANY IMPLIED WARRANTIES AND CONDITIONS THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD.

TO THE EXTENT ALLOWED BY LOCAL LAW, NEXEYA 'S LIABILITY FOR NEXEYA HARDWARE WARRANTY CLAIMS IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THE APPLICABLE LIMITED WARRANTY STATEMENT. NEXEYA 'S LIABILITY FOR NEXEYA SERVICE WARRANTY CLAIMS IS LIMITED TO REMEDYING THE NON-CONFORMING SERVICE AS SET FORTH IN THE APPLICABLE LIMITED WARRANTY STATEMENT.

NON-WARRANTY REPAIR

Non original purchaser repair rights are not transferable. Nexeya reserves the right to offer non-warranty repair services to the original purchaser only. If a product that was not originally purchased from Nexeya, or via an authorized agent or representative, Nexeya is under no obligation to provide repair services. If repair services are offered the unit in question must be reviewed and deemed fit for any repairs or upgrades. The cost for any evaluation will be quoted on an individual basis. If the unit fails to meet the upgrade standard a separate quote will be provided to return the unit to operation. NEXEYA may request remote access to systems in order to aid in determining the cause of any issue, failure to provide remote access will result in the suspension of support until adequate real time data can be provided.

NEXEYA warrants that service performed on the Products after the Warranty has expired will be free from defects in any replaced material and workmanship for a period of sixty days (60) from date of the return shipment by NEXEYA. This is the only warranty, which NEXEYA makes relating to service performed by NEXEYA. The warranty is only for the components or subassemblies repaired and not the entire product returned.

THIRD PARTY PRODUCTS

Third Party Products carry different warranty policies than NEXEYA Products. Any warranty and technical support provided on a Third-Party Product is provided by the original manufacturer, not by NEXEYA. The warranties and technical support may vary from product to product.

EXCLUSION AND LIMITATION OF LIABILITY

FOR ANY BREACH OF THESE TERMS AND CONDITIONS, NEXEYA 'S SOLE AND EXCLUSIVE MAXIMUM LIABILITY SHALL NOT IN ANY EVENT EXCEED THE TOTAL PRICE OF THE PRODUCTS ORDERED BY CUSTOMER.

IN NO EVENT WILL NEXEYA BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL DAMAGES OR ECONOMIC LOSS (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, DOWNTIME, ACCESS, COVERAGE OR LOST REVENUE AND/OR PROFITS) ARISING FROM ANY CLAIM OR ACTION, INCIDENTAL OR COLLATERAL TO, OR DIRECTLY OR INDIRECTLY RELATED TO THE PURCHASE OF THE PRODUCTS HEREUNDER, WHETHER SUCH CLAIM IS BASED IN CONTRACT, STATUTE, TORT, IMPLIED DUTIES OR OBLIGATIONS OR OTHER LEGAL THEORY.

NEXEYA SHALL NOT BE LIABLE IF IT IS UNABLE TO PERFORM ANY OF ITS OBLIGATIONS CONTAINED IN THESE TERMS AND CONDITIONS DUE, DIRECTLY OR INDIRECTLY, TO MATTERS BEYOND THE CONTROL OF NEXEYA INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF ANY MACHINE, SYSTEM OF AUTHORIZATION, DATA PROCESSING OR COMMUNICATION SYSTEM OR TRANSMISSION LINK OR ANY LABOUR DISPUTE OR ACT OF GOD.

Technical Assistance

NEXEYA shall provide to the Buyer a reasonable amount of technical assistance by telephone from NEXEYA concerning the use and installation of NEXEYA Product, service troubleshooting, and technical assistance. If records or inquiries indicate a lack of understanding of the product or application NEXEYA may cease support until the Buyer engages in additional training. Training and on-site assistance is available at a cost.

The Company provides online technical support services ("Support Services") for its products via remote communication methods including email, telephone, video conferencing, remote desktop access, and online portals.

Support Services are intended to assist customers with:

Product operation and usage guidance

Basic troubleshooting and diagnostics

Software configuration assistance

Warranty-related technical issues

Product documentation clarification

Minor operational adjustments and recommendations

Support Services do not include:

On-site service unless separately contracted

Product installation services

Custom engineering or product modification

Operator training beyond standard product support

Third-party equipment troubleshooting

Network or IT infrastructure support

Repair or replacement of damaged components unless covered under warranty

Online technical support is provided free of charge for products that:

Are within the applicable warranty period;

Have been purchased directly from the Company or an authorized distributor; and

Have been operated in accordance with product manuals and specifications.

Warranty support includes reasonable efforts to diagnose and resolve issues related to manufacturing defects or product malfunction covered under the applicable warranty policy. Application support is limited to basic questions if the application was installed at the time of commissioning.

The Company reserves the right to request:

Product serial numbers;

Proof of purchase;

Maintenance records;

Photographs, videos, logs, or diagnostic data;

Remote access to the system when applicable.

Non-Warranty Support

Products outside the warranty period or issues determined not to be covered under warranty may be subject to:

Hourly technical support fees;

Fixed support package fees;

Software licensing fees;

Travel and on-site service charges where applicable.

The customer will be notified of applicable charges prior to commencement of billable services.

Exclusions from Warranty Coverage

Warranty support does not apply to issues resulting from:

Improper installation or operation;

Unauthorized modification or repair;

Abuse, misuse, neglect, or accidental damage;

Use outside published specifications;

Environmental conditions outside approved operating ranges;

Third-party hardware, software, or accessories;

Power surges, electrical faults, or external system failures;

Consumable items or normal wear and tear;

Support must be requested by a trained and up-to-date technician.

Customer Responsibilities

The customer agrees to:

Provide accurate technical information regarding the issue;

Cooperate with troubleshooting procedures;

Ensure personnel operating the product are properly trained;

Maintain appropriate backups of all software, configurations, and data;

Provide secure and authorized remote access when required;

Ensure compliance with all applicable cybersecurity and IT policies.

Failure to provide reasonable cooperation may limit the Company's ability to provide effective support.

Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for:

Loss of production;

Loss of profits or revenue;

Data loss;

Downtime;

Indirect, incidental, special, or consequential damages;

Customer misuse or improper application of the product.

The Company's total liability related to Support Services shall not exceed the original purchase price of the product giving rise to the claim.

Service Availability

Support Services are generally available during normal business hours unless otherwise defined in a separate support agreement or Service Level Agreement (SLA).

Emergency or after-hours support may be available at additional cost.

Termination of Support

The Company reserves the right to suspend or terminate Support Services where:

The customer fails to pay applicable fees;

The customer engages in abusive or inappropriate conduct;

Continued support would violate applicable laws or regulations;

The product has been substantially modified by unauthorized parties.

Acceptance

By requesting or using Online Technical Support Services, the customer acknowledges and agrees to these Terms & Conditions.

SOFTWARE

NEXEYA software is licensed, not sold.

For a period of thirty (30) days from the date of shipment NEXEYA warrants: (i) that the media on which the Software is furnished will be free of defects in materials and workmanship; and (ii) the Software substantially conforms to its published specifications. Except for the above the Software is provided AS IS. This limited warranty extends only to the original licensee upon software registration. Unregistered software will not be warranted. Customer's exclusive remedy and the entire liability of Nexeya under this limited warranty will be, at NEXEYA'S option, repair or replace the Software. In no event does NEXEYA warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. This warranty does not apply if the software has been altered, except by NEXEYA, has not been installed, operated, repaired, or maintained in accordance with instructions supplied by NEXEYA.

The Software provided by Nexeya is an operating system software; any programs developed by users are not covered under this warranty in any way, shape or form. This includes the functionality, the operation, features and/or functions of programs developed by users on previous, current or future platforms. Due to the individualized nature of user programs Nexeya cannot warrant that user programs will work across software versions or will be impacted, in any way, due to changes in the operating system software.

By installing the software you agree to these terms. The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. GRANT OF LICENSE. NEXEYA grants you the following rights provided that you comply with all the terms and conditions. You may install and use one copy of the SOFTWARE PRODUCT on a single computer, including a workstation, terminal or other digital electronic device ("COMPUTER"). You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on your other COMPUTERS over an internal network; however, you must acquire and dedicate a license for each separate COMPUTER on or from which the SOFTWARE PRODUCT is installed, used, accessed, displayed or run. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different COMPUTERS. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. NEXEYA may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the NEXEYA policies and programs described in the user manual, in "on line" documentation and/or other NEXEYA-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this document. With respect to technical information you provide to NEXEYA as part of the Support Services, NEXEYA may use such information for its business purposes, including for product

support and development. NEXEYA will not utilize such technical information in a form that personally identifies you. All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by NEXEYA or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This agreement grants you no rights to use such content. All rights not expressly granted are reserved by NEXEYA. You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer. You may not loan, rent, lease, lend or otherwise transfer the other medium to another user, except as part of the permanent transfer (as provided above) of the SOFTWARE PRODUCT. After installation of one copy of the SOFTWARE PRODUCT pursuant to this agreement, you may keep the original media on which the SOFTWARE PRODUCT was provided by NEXEYA solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTER, you may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this agreement, you may not otherwise make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.

DISCLAIMER. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

IN NO EVENT WILL NEXEYA BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF NEXEYA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall NEXEYA liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer (for the software). The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose.

Technical Assistance

NEXEYA shall provide to the Buyer a reasonable amount of technical assistance by telephone from NEXEYA concerning the use and installation of NEXEYA Product, service troubleshooting, and technical assistance. If records or inquiries indicate a lack of understanding of the product or application NEXEYA may cease support until the Buyer engages in additional training. Training and on-site assistance is available at a cost.

Implied Consent

By purchasing a product from NEXEYA the Buyer provides their consent allowing NEXEYA to email the Buyers employees with technical and/or marketing information.

Trade Names and Trade Marks

The Buyer shall not make any use whatsoever (including, but not limited to, use in the Buyer's corporate name or business style and use in advertising, promotion, marketing or sale of the Product or any other goods) of any trade name or trade mark owned by, used or licensed to NEXEYA. If at any time during the Term the Buyer desires to use any such trade name or trade mark, the Buyer may request that NEXEYA and NEXEYA may, but need not, grant the Buyer the right to use certain trade names or trademarks. Upon issuing a Purchase Order to NEXEYA the buyer grants NEXEYA the right to utilize the Buyer's name and logo in any in advertising, promotion, marketing collateral as long as the Buyer's brand is preserved.

Entire Agreement

If these terms are different from, or contain terms and conditions in addition to, Buyer's purchase order or any other document provided by Buyer (including any modifications thereto) NEXEYA expressly rejects such different or additional terms in Buyer's document, and NEXEYA's provision of the deliverables is expressly conditioned upon Buyer's assent to these terms. Notwithstanding any other acts or omissions of the parties, Buyer's acceptance of product constitutes Buyer's assent to all of these terms.

Governing Law

This Agreement shall be governed by and construed under the laws of the Province of Ontario, Canada without reference to such Province's conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.