

**ARCELORMITTAL DOFASCO G.P.  
TERMS AND CONDITIONS OF SALE**

ALL SALES BY ARCELORMITTAL DOFASCO G.P. AND ITS SUBSIDIARIES (COLLECTIVELY "SELLER") ARE MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THESE CONDITIONS OF SALE, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED IN BUYER'S PURCHASE ORDER, ARE DEEMED MATERIAL AND HEREBY REJECTED UNLESS OTHERWISE ACCEPTED BY SELLER IN WRITING. Seller's acceptance of Buyer's purchase order or commencement of performance shall not constitute acceptance of any of Buyer's terms and conditions. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's (1) receipt of Seller's order acknowledgment without written objection sent to Seller within ten (10) days after receipt of this order acknowledgement or accepted purchase order, (2) instructing Seller to begin work or to ship any of the goods after receipt of Seller's order acknowledgement or accepted purchase order, or (3) acceptance of all or any part of the goods ordered. Seller may commence performance in reliance upon Buyer's acceptance of these conditions of sale. ArcelorMittal Dofasco G.P. may be accepting this order on its own behalf or as agent on behalf of a subsidiary, affiliate or another company in respect of all or any part of the products sold hereunder. The term "Seller" refers to ArcelorMittal Dofasco G.P., if acting as principal, or otherwise to the applicable company as principal and ArcelorMittal Dofasco G.P. as agent. The products furnished hereunder may be manufactured or processed, in whole or in part, at facilities of ArcelorMittal Dofasco G.P., its subsidiaries, affiliates or third parties. BUYER AND SELLER AGREE THAT THE TERMS AND CONDITIONS PRINTED HEREIN ARE ACCEPTED IN GOOD FAITH BY BOTH PARTIES AS THE CONTROLLING AND FINAL TERMS AND CONDITIONS.

1. **ENTIRE AGREEMENT.** Except as otherwise agreed to by Seller in writing, the terms and conditions set forth herein, together with the applicable Seller order acknowledgement or accepted purchase order, shall constitute the complete and final agreement between Seller and Buyer, superseding completely any prior oral or written communications. Terms or conditions contained in any document issued by Buyer which in any manner purport to alter, modify, change, suspend, or add to any term or condition

contained herein shall be deemed excluded from such Buyer document and waived by Buyer. Seller and Buyer expressly agree that Seller may modify these terms and conditions from time to time, and such modifications shall be binding upon Buyer.

2. **PURCHASE PRICE.** The purchase price of the goods shall be as stated on the applicable Seller order acknowledgement or accepted purchase order or as calculated in accordance with any pricing mechanism contained therein; provided, however, that if Seller announces a surcharge, such surcharge shall become effective for goods scheduled for shipment beginning on the date set forth in Seller's announcement of such surcharge or, if there is no such date, immediately upon such announcement. Seller reserves the right to change all quotations at any time. Seller shall be bound only upon issuance of an order acknowledgement or shipment and acceptance of all or any part of the goods ordered. Any changes in transportation charges included in delivered prices shall be for Buyer's account.
3. **PURCHASE ORDER MODIFICATION/ CANCELLATION.** Buyer cannot modify, cancel, or otherwise alter purchase orders after receipt of purchase order by Seller without Seller's written consent. Any such modification, cancellation, or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Seller against loss.
4. **LIMITED WARRANTY; EXCLUSIVE REMEDY.** EXCEPT AS EXPRESSLY SET FORTH IN SELLER'S ORDER ACKNOWLEDGEMENT, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SELLER ACCEPTS NO RESPONSIBILITY, RISK OR LIABILITY TO BUYER OR OTHERS CONCERNING, RELATING TO OR ARISING OUT OF: (A) THE MERCHANTABILITY OR OTHERWISE OF THE PRODUCTS SOLD HEREUNDER; (B) THE FITNESS OR OTHERWISE FOR BUYER'S PURPOSES OF THE PRODUCTS SOLD HEREUNDER; OR (C) THE PERFORMANCE, NON-PERFORMANCE, FAILURE, EFFICACY, LENGTH OF LIFE OF OR ANY DEFECT IN THE WHOLE OR ANY PART OR PARTS OF ANY PRODUCT OR PRODUCTS MANUFACTURED OR FABRICATED FROM OR INCORPORATING OR OTHERWISE USING THE PRODUCTS SOLD HEREUNDER.

5. **LIMITATIONS OF LIABILITY.** SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS AGAINST WHICH CLAIM IS MADE, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, COSTS OF SHIPMENT, DOWNTIME, LOST PROFITS, OR LOST SALES. SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO EITHER: (1) THE OBLIGATION TO REPAIR OR REPLACE, AT SELLER'S DISCRETION, ONLY THOSE PORTIONS OF GOODS PROVEN TO HAVE FAILED TO MEET IN MATERIAL RESPECT THE SPECIFICATIONS ON THE SELLER'S ORDER ACKNOWLEDGEMENT AT THE TIME OF SHIPMENT FROM THE SELLER'S FACILITY, OR (2) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF SUCH GOODS (INCLUDING TRANSPORTATION CHARGES FORMING PART OF THE INVOICE PRICE). SELLER AND BUYER EXPRESSLY AGREE TO THIS ALLOCATION OF RISK AND THE PRICE STATED FOR THE GOODS IS CONSIDERATION IN LIMITING SELLER'S LIABILITY. In the event Seller has authorized Buyer to scrap all or any portion of the goods, the Seller's published scrap allowance shall be credited to the Seller.

6. **LIMITATION OF LIABILITY FOR DELIVERY DELAYS.** Delivery dates are approximate. In no event shall seller be liable for any claims for labor or for any special, indirect, incidental, or consequential damages including, but not limited to, demurrage charges, cost of shipment, downtime, lost profits, lost sales, or any other damages resulting from delay in delivery. ACCEPTANCE OF GOODS BY BUYER SHALL CONSTITUTE A WAIVER BY BUYER OF ANY CLAIM FOR DAMAGES ON ACCOUNT OF DELIVERY DELAY.

7. **TRANSPORTATION CHARGES.** Unless specified in Seller's order acknowledgement, price quotations do not include shipment costs. Except as otherwise agreed, delivery prices are computed by adding the cost of transportation to destination, including all applicable transportation rates, surcharges, fees and tolls together with any taxes paid by the Seller. If goods are shipped freight prepaid, the charge for freight shall be added to the invoice. Buyer may elect to pick up the goods, provided that Buyer does so within ten (10) days after Buyer has been notified by Seller of the date of shipment, and Buyer gives 24 hours notice prior to picking up the goods. Seller reserves the right to ship without further notification at any

time after the ten (10) day period. If such method of transportation is not available as requested, Seller reserves the right to use an alternate method of transportation, whether or not at a higher rate. In any such case, Seller shall notify Buyer of any such changes as promptly as possible. All products shipped at point of shipment must be accepted for shipment within a specified period of time after readiness for shipment (which shall be the scheduled date of shipment or, if not then ready, such later date or dates as shippable quantities are ready for shipment and Buyer, carrier or Buyer's processor is advised) and Seller shall then be entitled to demand payment therefore. The specified period of time for each product and the rates of storage charges which may be imposed on any such products not accepted for shipment within such period will be those from time to time shown on Seller's price lists or otherwise communicated to Buyer.

8. **PASSAGE OF TITLE, RISK OF LOSS.** Unless expressly specified in Seller's order acknowledgement, all deliveries are F.O.B. Seller's facility, whether freight prepaid by Buyer or freight collect to destination, and title to the products and risk of loss to the products shall pass to the Buyer at the point of shipment from Seller's facility, whether freight prepaid or freight collect to destination, regardless of which party arranges the freight charges or particulars of shipment. Title and risk of loss, damage or delay in transit shall be borne by Buyer. With respect to freight collect shipments, it shall be the responsibility of the Buyer to select the carrier involved and for freight prepaid, freight collect or any other arrangement, it shall be the responsibility of the Buyer to file and pursue any claims with the carrier related to loss, damage or delay in transit. Seller shall not be responsible for any liability, loss, costs, damages, claims or expenses resulting from any losses Buyer may incur in connection with the shipment of the products including, without limitation, the failure to properly secure products or the failure to keep all products clean, dry and covered during shipment. Buyer agrees to indemnify and save harmless Seller from and against any liability, loss, costs, damages, claims and expenses that the Seller may incur in connection with the shipment of products. Buyer shall not have the right to divert such shipment without permission of the Seller. Unless specified in Seller's order acknowledgment or accepted purchase order, Seller reserves the right to select the mode of transportation.

9. **TAXES AND DUTIES.** Prices quoted do not include any taxes or other assessments. All taxes of any kind levied by any federal, provincial, municipal, foreign or other governmental authority which Seller is required to collect or pay with respect to the production, sale, purchase, delivery, storage, processing, use, consumption, or shipment of goods sold hereunder shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Seller for any such payments made by Seller. Buyer hereby affirms that it is purchasing the Seller's goods referenced herein for resale, and/or that Buyer is not the end user of the goods, so as to be exempt from any otherwise applicable sales tax.
10. **PACKAGING.** Seller shall use all reasonable means to comply with any packaging, loading, or bracing requirements specified in Buyer's purchase order. Any extras due to compliance with such requirements shall be charged according to the Seller's Product and Price List published from time to time and available at <https://ec.dofasco.ca> or as determined by Seller based upon cost plus administrative fees. If no packaging, loading, or bracing requirements are specified, Seller shall comply with Seller's standard packaging and shipping procedures customarily applied to the method of transportation used for such goods.
11. **STANDARDS AND TOLERANCES.** All products sold hereunder (including those ordered to an exact specification) shall be produced in accordance with Seller's standard practices or, in the case of products manufactured or processed by third parties, the manufacturer's or processor's standard practices. All products shall be subject to mill tolerances and variations consistent with good mill practice with respect to dimensions, weight, straightness, section, compositions and mechanical properties, to normal variations in surface and internal conditions and quality, to deviation from tolerances and variations consistent with practical testing and inspection methods and to regular mill practices on over and under shipments. See ArcelorMittal Dofasco Claims Management Policy available at <https://ec.dofasco.ca> for more information related to Seller's standard practices. Where a mill inspection is made on behalf of Buyer, Buyer's inspector shall be deemed to be Buyer's agent and to have authority to waive specified testing and details of test procedures and to accept products as conforming to specifications with respect to all characteristics thereof in connection with which such inspection is made.
12. **CLAIMS BY BUYER.** Claims by Buyer with respect to shortage of goods or for damaged goods must be made in writing no later than sixty (60) days following receipt of goods for visual damage to unwrapped goods or shortage of goods, and no later than six months of receipt of goods for all other circumstances including damage to wrapped goods, non-visual defects, and all nonconformance to ordered specifications. All claims must be made only for substantial cause, must be in writing, and must specify the reason(s) for the claim. THE FAILURE TO NOTIFY SELLER OF ANY CLAIM WITHIN THE TIME PERIOD SPECIFIED BY THIS SECTION SHALL CONSTITUTE A WAIVER OF, AND SHALL BAR SUCH CLAIM. SELLER SHALL INCUR NO LIABILITY FOR SHORTAGE OR DAMAGE ALLEGED TO HAVE OCCURRED OR EXISTED AT OR PRIOR TO DELIVERY TO THE CARRIER UNLESS BUYER SHALL HAVE ENTERED FULL DETAILS THEREOF ON CARRIER'S DELIVERY RECEIPT WHICH MUST BE SIGNED BY THE CARRIER'S AGENT. SELLER MUST BE GIVEN AN OPPORTUNITY TO INVESTIGATE THE CLAIM BEFORE BUYER DISPOSES OF THE GOODS. ANY DAMAGED GOODS SHALL NOT BE RETURNED, REPAIRED OR DISCARDED WITHOUT SELLER'S WRITTEN PERMISSION. No allowance will be made to Buyer for storage, materials or labour involved in the movement of rejected goods from the plant of Buyer or Buyer's processor or Buyer's storage facility. A variation between Seller and Buyer's scale weight of up to one percent (1%) shall be permissible. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS SOLD NOR SHALL SELLER HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, DOWNTIME, LOST PROFITS OR LOST SALES. THE BUYER HEREBY AGREES THAT THE PROVISIONS OF THE ARCELORMITTAL DOFASCO CLAIMS MANAGEMENT POLICY AVAILABLE AT <https://ec.dofasco.ca> SHALL GOVERN ALL CLAIMS SUBMITTED TO THE SELLER BY THE BUYER IN CONNECTION WITH THE GOODS SOLD HEREUNDER, SUBJECT TO THE TERMS SET OUT HEREIN AND SELLER'S APPLICABLE ORDER ACKNOWLEDGMENT OR ACCEPTED PURCHASE ORDER.
13. **MECHANICAL PROPERTIES/CHEMICAL ANALYSIS.** Seller makes no warranty with respect to data referring to mechanical properties or chemical analyses of tests performed on specimens of products. Any data referring to mechanical properties or chemical analyses are the result of tests performed on specimens

obtained from specific locations on the products in accordance with proscribed sampling procedures.

14. **FORCE MAJEURE.** Seller shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; strikes or other labor disturbances regardless of whether or not Seller is capable of settling such strike or disturbance; mill conditions; temporary or permanent mill closures; equipment failure; inability to obtain fuel, material, or parts; war; acts of terrorism; riot; delays in transportation; repairs to equipment; epidemics; floods; fires; unusually severe weather conditions; accidents; or other contingency the non-occurrence of which was a basic assumption on which the purchase order was made.
15. **PAYMENT TERMS.** All payments shall be made at par at Hamilton, Ontario, Canada. Buyer shall make such arrangements for payment as Seller may from time to time require. Discounts for payments made within ten (10) days from the date of the invoice will be specified on the invoice, if applicable. No discount shall be applied on transportation charges. Unless otherwise stipulated by Seller or restricted by applicable law, (i) payment shall be due within 30 days of the date of the invoice, and (ii) Seller shall be entitled to charge interest at a rate per annum equal to the Bank of Nova Scotia prime lending rate (being the variable per annum reference rate of interest, as announced and adjusted by that bank from time to time, for loans made by that bank in Canada in Canadian dollars) in effect from time to time plus 1%, payable on demand. If Buyer fails to make payment in full or in part or refuses to pay any applicable price increases or surcharges, Seller shall have the right to: (i) immediately suspend performance and cancel the unfinished portion of all acknowledged orders, or (ii) proceed with the order, given an extension of time for performance as is necessitated by the temporary suspension. Seller shall have right to enforce payment of the full purchase price, including any price increase or surcharge, for products already delivered or in process. Seller shall have the right to employ an attorney to collect the due balance and Buyer agrees to pay all collection costs incurred by Seller, including Seller's attorney fees.
16. **OFFSETS.** Buyer hereby authorizes Seller to credit toward the payment of any monies that may become due to Seller hereunder, any monies which may now or hereafter be owed to Buyer by Seller or by any subsidiary, affiliate, or parent of the Seller.
17. **ACCORD AND SATISFACTION.** Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends, or notations upon such checks or payments, and regardless of other writings, statements, or documents, shall be applied by Seller against the amount owed by Buyer with full reservation of all Seller's rights and without an accord and satisfaction of Buyer's liability.
18. **CREDIT.** Buyer represents that Buyer is solvent and can and will pay for the products sold to the Buyer in accordance with these terms and conditions. Production, shipment, and delivery of goods shall at all times be subject to approval of Seller's credit division. Seller may, at its option, suspend performance or terminate the agreement if, in Seller's opinion, the credit of Buyer becomes impaired, until such time as Seller has received full payment, including any general price increases or surcharges, or satisfactory security for deliveries made and is satisfied as to Buyer's credit for future deliveries. Seller reserves the right, by written notice, to cancel any order, reevaluate all payment terms, or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of a material adverse change to the Buyer's financial condition.
19. **CONFIDENTIALITY.** Any pricing information provided by Seller to Buyer is proprietary to Seller and shall be held in confidence by Buyer, shall only be used by Buyer in connection with this sale, and shall not be used for any other purposes or disclosed to third parties without Seller's prior written consent. Buyer shall be liable for any loss to Seller or commercial gain by others from unauthorized use of confidential information occasioned by Buyer's failure to comply with this provision.
20. **TECHNICAL ADVICE.** Seller assumes no obligation or liability for any technical advice furnished to Buyer, including without limitation technical advice with respect to the use of Seller's goods and services, all such technical advice being given and accepted at Buyer's risk. Seller will not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the information provided, including but not limited to any special, indirect, incidental or consequential damages including, but not limited to, demurrage charges, cost or shipment, downtime, lost profits or lost sales, whether foreseeable or not, and even if Seller has been advised of the possibility of damages.

21. **GOVERNING LAW.** THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN HAMILTON, ONTARIO, CANADA AND SHALL BE GOVERNED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS IN EFFECT IN THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
22. **MEDIATION.** Buyer and Seller will attempt in good faith to resolve promptly through negotiation any dispute arising from or related to this sale. If a dispute should arise, representatives of the Buyer and Seller shall meet at least once and will attempt in good faith to resolve the dispute. For such purpose, Buyer or Seller may request a meeting which shall be held within fifteen (15) days of the request at a mutually agreed upon time and place. The meeting shall be attended by representatives of each party with authority to resolve the dispute. IF BUYER AND SELLER ARE NOT ABLE TO CONDUCT A MEETING WITHIN SAID FIFTEEN (15) DAY PERIOD, OR IF BUYER AND SELLER DO NOT RESOLVE THE DISPUTE WITHIN THIRTY (30) DAYS AFTER THEIR FIRST MEETING, BUYER AND SELLER AGREE TO SUBMIT THE DISPUTE TO MEDIATION. BUYER AND SELLER FURTHER AGREE THAT THEIR PARTICIPATION IN MEDIATION IS A CONDITION PRECEDENT TO ANY PARTY PURSUING ANY OTHER AVAILABLE REMEDY IN RELATION TO THE DISPUTE. Mediation involves each side of a dispute sitting down with an impartial person, the mediator, to attempt to reach a voluntary settlement. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. Buyer and Seller agree that the entire mediation procedure will be confidential. Buyer or Seller must give written notice of their desire to commence mediation, and a mediation session must take place within forty-five (45) days after the date such notice is given. Buyer and Seller will jointly appoint a mutually acceptable mediator. If Buyer and Seller are unable to agree upon the appointment of a mediator within seven (7) days after notice of desire to mediate is given, Buyer or Seller may apply to the ADR Institute of Ontario Inc. for appointment of a mediator. The mediation shall be held in Toronto, Ontario. Buyer and Seller agree that the expenses of mediation shall be borne equally by both parties.
23. **JURISDICTION.** BUYER, ACTING FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT. SUBJECT TO SECTION 22, BUYER EXPRESSLY AND IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE PROVINCIAL AND FEDERAL COURTS LOCATED IN TORONTO, ONTARIO, AND WAIVES THE RIGHT TO ASSERT THAT ANY ACTION IN ANY SUCH COURT IS IN THE IMPROPER VENUE OR SHOULD BE TRANSFERRED TO A MORE CONVENIENT FORUM.
24. **STATUTE OF LIMITATIONS.** BUYER AND SELLER AGREE THAT ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS SALE MUST BE BROUGHT WITHIN ONE YEAR AFTER GOODS ARE DELIVERED TO BUYER.
25. **NONWAIVER.** Seller reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing and signed by an authorized officer of Seller.
26. **SEVERABILITY.** If any provision or part of a provision of this agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.
27. **AUDIT.** Unless otherwise agreed to in writing by Seller, Buyer shall have no right to audit any books or records of Seller, including but not limited to, applicable purchase orders and order acknowledgements.
28. **INDEMNIFICATION.** Buyer shall indemnify Seller against any loss, damage, suit, liability, or claim (including reasonable attorney fees and costs) caused by acts of Buyer not authorized by this agreement or by any willful or negligent act of the Buyer.
29. **SURVIVAL.** The terms of paragraphs 4, 5, 6, 8, 12, 13, 14, 19, 20, 21, 22, 23, 24, 28, 30, 31 and 32 shall survive any termination or cancellation of this contract, whether mutual or by either party and whether express or implied (including without limitation as a result of breach of a fundamental term of contract).
30. **ANTI-CORRUPTION LAWS.** Buyer agrees that in connection with its purchase hereunder, it shall comply with all applicable anti-corruption laws and the Seller may terminate this agreement if it has a good faith belief that Buyer has violated,

intends to violate, or has caused a violation of any anti-corruption laws.

31. **TRADE SANCTIONS AND EXPORT CONTROLS.**

Buyer represents and warrants that its purchase and intended re-sale, supply, or transfer of the product or products does not violate any applicable export control laws or sanctions, including Canadian export controls and sanctions and U.S. economic sanctions and embargoes applicable to U.S. origin product or products. Buyer also represents and warrants that the product or products will not be sold or shipped to a third party or exported outside of Buyer's home country without the prior written approval of Seller on terms acceptable to Seller in its sole discretion. Specifically, Buyer represents and warrants that the product or products will not be sold, supplied, transferred or exported: (i) to any country on Canada's Area Control List; (ii) contrary to Regulations passed pursuant to Canada's United Nations Act or Special Economic Measures Act; (iii) contrary to Canada's Export Control List Item 5505; (iv) to any entity subject to UN Security Council embargo or action; (v) where applicable, to entities or persons prohibited from receiving U.S. origin items. The Buyer warrants that it will not divert the goods to destinations other than the destination indicated on the purchase order and shall include these trade sanction provisions in any subsequent contracts under which the goods are resold. In addition, Buyer represents and warrants that no persons or entities listed on official sanctions lists under applicable sanctions laws have participated in the formation of this Agreement and/or will or could benefit from its performance.

Seller may terminate this Agreement without notice and without any liability to Buyer if Buyer violates these representations and warranties (without prejudice to any claims by the Seller for damages suffered as a result of such violation) or if the performance of this Agreement violates any applicable trade sanctions, embargoes and/or export controls. The Buyer shall hold the Seller harmless from any claims suffered by Buyer or Seller as a result of any violation of the above provisions by the Buyer.

32. **ASSIGNMENT OR DELEGATION.** BUYER SHALL NOT ASSIGN OR DELEGATE ANY OR ALL OF ITS DUTIES OR RIGHTS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER.

33. **MISCELLANEOUS.** Seller and Buyer are independent parties and nothing in the terms and

conditions herein, accepted purchase order or order acknowledgment shall make either party agent, partner, joint venturer, or legal representative of the other.

34. **INCORPORATION BY REFERENCE.** Any clause required to be included in an agreement of this type by any applicable and valid federal, provincial, or local law or administrative rule having the effect of law shall be deemed incorporated herein.

35. **INTEGRATION, MODIFICATION.** This is the entire agreement between the parties and is intended to be the complete and final statement of the agreement between Buyer and Seller. All proposals, negotiations, and representations, if any, made prior to the date hereof, whether oral or in writing, are merged and superseded by this Agreement. This Agreement can be modified only by a writing signed by the Seller and Buyer, except as otherwise provided herein.

36. **LANGUAGE.** In case of any ambiguity or difference between the English and French versions of these terms and conditions, the English version shall govern.