



## Standard Terms and Conditions

### A.

The following Terms and Conditions apply to the sale of Goods ("Goods"), the licensing of associated Software ("Software") (collectively, Goods and Software are called "Products") and the provision of Services ("Services") offered by Radiation Solutions Inc (hereinafter called "RSI" or "Seller") for the consideration specified in the accompanying quotation or contract, the terms of which are hereby incorporated by reference. These terms and conditions shall govern, notwithstanding any contradictory, modifying or additional conditions that may be contained in the Buyer's request for quotation, purchase order, or other documentation. Buyer's acceptance or operational use of any products delivered by RSI shall constitute the Buyer's full acceptance of these provisions. Should the Buyer not accept these terms and conditions, RSI requires that products be promptly returned to RSI for credit as may be applicable.

### B.

#### 1. Prices

RSI's proposal is subject to adjustment in price and delivery schedule in the event that different quantities or other specifications are required than are set forth in the proposal. Prices are subject to change due to the imposition by any lawful taxing authority of any additional tax, levy, assessment or other burden on, or related to the Products or Services proposed. Unless otherwise specified, this offer is valid for ninety (90) days from the date of submission.

#### 2. Payment Terms and Remit To Address

Except as otherwise set forth in the offer, payment shall be 100% advance payment prior to shipment or established under the terms of an irrevocable letter of credit in RSI's favor, advised, negotiated and payable through Royal Bank of Canada or other Bank nominated by RSI, by wire transfer, by drafts drawn at sight accompanied by the relevant shipping documents. A draft of the letter of credit shall be transmitted to RSI for its review, input and approval.

Subject to RSI credit approval, RSI may extend payment terms of net 30 days upon receipt of invoice. Invoices shall be submitted upon shipment of Goods and Software, completion of milestones, or performance of Services as provided in the payment schedule of RSI's offer. Partial deliveries shall be allowed. Contracts in excess of \$500,000 require a 30% payment upon award. Late payments will be subject to an interest charge of 1.5% of the unpaid balance per month, which shall thereafter be added to all amounts unpaid and outstanding. If Buyer fails to make any payment to RSI as required hereunder, RSI shall have the right exercisable in RSI's sole discretion, in addition to its other rights and remedies, to cease further performance of the work hereunder. RSI shall have a lien upon and may retain or repossess any and all deliverables if Buyer does not make full payment to RSI.

The currency of payment (US or Cad) will be stated in the offer and remittance instructions will be provided on the order acknowledgement.

#### 3. Acceptance By Buyer

Products delivered and Services rendered under this contract shall be deemed accepted at the time they are delivered or rendered, unless Buyer has notified RSI in writing within twenty (20) days of receipt of the Products or Services of any claim for shortage or failure of same to meet the requirements set forth in the contract. Buyer shall be liable for payment therefore in accordance with the terms of the contract.

If the contract includes installation of the Products by RSI, acceptance of installation will be based upon the earlier of RSI's successful completion of acceptance testing or beneficial use.

#### 4. Software Ownership and Right to Use (Applies only if Software is furnished under this contract.)

The Product furnished by RSI under this contract includes certain Software. RSI is furnishing the Software to Buyer under a personal, non-exclusive, non-transferable license for execution only at the Buyer's place of business and only on the specific items of hardware on which, or for which, it is supplied, for the purpose of operating the Goods delivered under this contract for their intended use. RSI retains all right, title and interest, including associated intellectual property rights, in and to the Software and all related documentation. The Software may contain Software that is owned, in whole or in part, by an independent third party and licensed to RSI for distribution ("Third Party



Software"). In addition to being governed by this contract, the Buyer's right to use any Third Party Software shall also be subject to any separate license terms and conditions of the applicable independent third party .

## 5. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment

obligations) under this contract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, power outages, wars, contagious illness or disease provoking government-imposed quarantines, prohibitions on travel or restrictions on commerce, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, failures of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this contract or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

## 6. Buyer Furnished Items (BFI)

Buyer shall provide the BFI as outlined in RSI's proposal. It shall be in a form and condition acceptable for its intended use as determined by RSI. Buyer warrants that Buyer has the rights to provide any such BFI under the contract. Should the BFI be inaccurate, inadequate or not in a condition for its intended use or not be provided in accordance with the contract schedule, RSI reserves the right to an adjustment in price and delivery schedule. In the event BFI is not provided in a timely manner as specified, RSI reserves the right to an adjustment in price and delivery schedule.

## 7. Compliance , Licenses and Fees

Buyer shall use the Products in accordance with all applicable laws and regulations including, without limitation, laws of Canada prohibiting, directly or indirectly, RSI from dealing in any way with restricted jurisdictions as stated by the Department of International Trade of Canada (DIT) or the Canadian Nuclear Safety Commission (CNSC). Both parties shall comply with all laws and regulations governing the possession, use, handling, transfer, or disposal of hazardous and/or radioactive materials required in the performance of the contract. RSI shall assist Buyer in obtaining the licenses and permits necessary to facilitate the performance of any Services , installation and operation of the Products furnished under the contract. Except as provided for in the contract, additional assistance requested by Buyer shall be provided by RSI on a time and materials basis by change order to this contract. Any license or permit fee imposed for the performance of work shall be borne by the Buyer.

## 8. Site Access

Site access shall be unhindered and available to RSI in order to perform the required work without interruption in accordance with the contract schedule. RSI's inability to gain access to site due to Buyer's actions or omissions or any circumstances beyond the direct control of RSI including, but not limited to, delays, inconvenience, or damage sustained due to interference by utility appurtenances or the operation of moving the same shall be considered extra work and RSI reserves the right to an adjustment in price and delivery schedule.

## 9. Differing Site Conditions

RSI shall notify the Buyer of any conditions at the installation site(s) differing from those indicated in the contract, including any unknown or subsurface physical conditions at the site(s) differing from those specified by Buyer. If such conditions so differ and cause an increase in RSI's cost of, or the time required for performance of any part of the work under the contract, RSI reserves the right to an adjustment in price and delivery schedule.

## 10. Delivery

Except as otherwise set forth in the offer, all Products shall be shipped EX WORKS (Mississauga, Ontario) as per INCO Terms 2000. Separate charges for shipping and handling will be shown on RSI's invoice(s). The responsibility



and risk in the Goods shall pass to the buyer at the point of delivery. Title of goods does not pass to the purchaser until the goods are paid for in full.

Title to Goods purchased hereunder shall pass to Buyer; i) upon delivery, when payment has been received in advance or ii) upon receipt of full payment when credit has been extended.

## **11. Proprietary Information**

All drawings, technical manuals, Software, and other technical data provided to Buyer pursuant to this contract are proprietary information, and contain trade secrets, of RSI (collectively called "Proprietary Information") and shall not be resold, used, reverse engineered, or disclosed by Buyer for any purpose other than as strictly necessary in connection with Buyer's permitted use of the Goods and Services sold hereunder. Buyer will not modify, reproduce, or copy such Proprietary Information except with the prior written consent of RSI, which consent may be arbitrarily withheld. Buyer acknowledges that any unauthorized resale, use, reverse engineering, disclosure, modification, reproduction, or copying of such Proprietary Information will cause irreparable harm to RSI. If Buyer violates the provisions of this paragraph, RSI shall be entitled to obtain relief to protect its interests herein, including, but not limited to, injunctive relief, as well as monetary damages, and will be entitled to terminate this contract immediately, without notice.

## **12. Property Rights**

RSI shall solely own and have exclusive worldwide right, title and interest in and to all Canadian and non-Canadian patents, trademarks, service marks, copyrights, mask works or integrated circuit topographies, trade secrets, Software and all other intellectual and industrial property rights, including, without limitation, any applications therefore (collectively called "Property Rights") in any way related to the Products, RSI's Property Rights, and all modifications, improvements and derivative works related thereto. Title to all RSI Property Rights embodied in the Products shall at all times remain with RSI, and Buyer's use thereof shall be restricted under a non-exclusive license granted by RSI. Subject to Buyer's performance of all obligations hereunder, RSI hereby grants to Buyer a personal, non-exclusive, royalty-free, non-transferable and indivisible license to use RSI's Property Rights only as they are contained or embodied in the Products and for no other purpose. Buyer shall not remove RSI trademark notices, copyright notices, patent markings or mask work or integrated circuit topography notices on or in the Products or on any other materials supplied by RSI. Buyer shall not contest the assertion, at any time, by RSI or any corporation directly or indirectly affiliated with it that RSI or such affiliate owns or otherwise controls any or all Property Rights.

## **13. Limitation of Dissemination of RSI Commercial Work Product**

RSI and Buyer expressly exclude any and all third parties from the benefits of this contract. In the event that Buyer furnishes any RSI work product to a person who is not a party to this contract, Buyer agrees to defend, indemnify, and hold harmless RSI from and against all claims, damages, losses, costs and expenses (including reasonable attorney's fees) of actions brought by third parties, and arising out of or relating to such third party's use or distribution of, or reliance upon, RSI's work product.

## **14. Assignment**

Neither this contract nor any licenses of Software granted hereunder are assignable without the prior written consent of RSI. RSI may withhold its consent at its sole discretion, and may stipulate that any consent provided is subject to one or more conditions, including, without limitation, that any proposed assignee agree in writing to be bound by all the terms and conditions of this agreement or the Software license. Any attempt by the Buyer to assign any of the rights, duties or obligations of this contract or a Software license granted hereunder without the consent of RSI shall be null and void.

## **15. Notices**

All notices required or permitted under the contract shall be in writing and shall be deemed to have been given upon personal delivery, upon receipt of delivery service or courier transmittal, or upon facsimile to party with confirmation of transmission received.



## 16. Indemnification

Buyer shall assume full responsibility for use of the Products after purchase and shall indemnify, defend and hold RSI harmless from all claims, damages, expenses, liabilities and losses, including without limitation attorney's fees and costs incurred, that in any way arise out of or relate to (a) the manner in which Buyer and/or any of its customers or end users use or operate the Products; (b) any personal injuries, property damages or other losses resulting or occurring from the willful or negligent acts or omissions of Buyer, its customers or end users; (c) defects or other problems with other component parts, equipment, software, or materials produced or supplied by anyone other than RSI and that maybe used with the Products; (d) Buyer's transactions with its customers, end users or other parties involving the Products; and/or (e) defects or other problems with any BFI.

## 17. Limitation of Liability

RSI's TOTAL LIABILITY TO BUYER AND ALL LIABILITIES ARISING OUT OF OR RELATED TO THIS CONTRACT, THE PRODUCTS, AND THE SERVICES, FROM ANY CAUSE OR CAUSES, AND REGARDLESS OF THE LEGAL THEORY, INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR STATUTORY LIABILITY, SHALL NOT, IN THE AGGREGATE, EXCEED THE AMOUNTS PAID TO RSI UNDER THE CONTRACT, OR UNDER THE SPECIFIC DELIVERY ORDER RELATING TO THE PRODUCTS OR SERVICES AT ISSUE, WHICHEVER IS LESS.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ECONOMIC LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS AND LOST BUSINESS OPPORTUNITY), REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ANY CLAIM BY BUYER RELATING TO THIS CONTRACT, OTHER THAN FOR THE PERFORMANCE OF WARRANTY SERVICES, MUST BE MADE IN WRITING AND PRESENTED TO RSI WITHIN ONE YEAR AFTER THE EARLIER OF: (1) THE DATE ON WHICH BUYER ACCEPTS THE DELIVERABLE AT ISSUE; OR (2) THE DATE ON WHICH RSI COMPLETES PERFORMANCE OF THE SERVICES AT ISSUE. ANY CLAIM UNDER WARRANTY MUST BE MADE WITHIN THE TIME SPECIFIED IN THE APPLICABLE WARRANTY CLAUSE.

## 18. Canadian Taxes

The prices set forth herein do not include goods and services tax or provincial sales tax, sales, or use taxes or gross receipts taxes or other government taxes which may be applicable to the Products and/or Services delivered hereunder. Unless RSI Inc receives a sales tax certificate which exempts the Products and/or Services from such taxes, RSI shall invoice and Buyer shall reimburse RSI for all such taxes in addition to the stated prices set forth herein.

## 19. Foreign Taxes and Duties (Applicable to Products and Services delivered or performed outside Canada.)

**A.** Subject to section 19, the contract price, including the prices in any subcontracts, does not include any taxes, including VAT, GST, sales taxes, withholding taxes, duties, assessments, liens, levies or similar charges levied upon RSI by an entity other than the Canadian government or a political subdivision thereof (hereinafter "Foreign Taxes"), which could be incurred by RSI as a result of this contract. If RSI, its subcontractors, or their respective employees are required to pay any Foreign Taxes, or any penalties and/or interest assessed with respect to Foreign Taxes (hereinafter "Foreign Penalties") the contract price shall be correspondingly increased to reimburse RSI for the full amount of Foreign Taxes or Foreign Penalties. If RSI, its subcontractors, or their respective employees are required to file a return or report with respect to any Foreign Taxes, the contract price shall be correspondingly increased to reimburse RSI for the full cost to prepare and file any such return or report ("Foreign Return Charges"). If no further payments are due to RSI under the contract, Buyer shall reimburse RSI for all Foreign Taxes, Penalties and Return Charges within 30 days of receiving an invoice for such amounts from RSI.

**B.** If RSI is required to collect VAT or similar sales or use taxes, RSI will charge Buyer such amount as a separate item on its invoice or provide a separate invoice if no further invoices are issued under the contract. If RSI is not registered to collect VAT or similar taxes, Buyer will pay such amounts directly to the applicable taxing authority.

**C.** If after the effective date of this contract, there are any changes or developments which may result in an increase in any foreign taxes, and/or any new foreign taxes or assessments are levied, or if the methods of administering or the rates of any foreign taxes and assessments are changed, and such new taxes, assessments, or



changes result in an increased potential tax liability of RSI, its subcontractors or their respective employees financial responsibility hereunder, the contract price shall be correspondingly increased

## 20. Import/Export Regulations

### A. Applicable for sales to Buyers and/or shipments outside Canada.

Buyer understands that RSI's performance under this contract is subject to all of the required and continuing Canadian and local government approvals, clearances, permits, regulations, and export or import licenses. In the event RSI is unable to obtain or maintain any required approvals, clearances, permits and/or export or import licenses, RSI shall have no obligation to provide those Products or Services set forth in this contract for which such approvals, clearances, permits and/or export or import licenses are required.

Commodities will be exported in accordance with all Canadian and local import and export requirements. Diversion contrary to Canadian or local law is prohibited. The commodities may not be resold, transferred, transshipped or re-exported without prior authorization by the Canadian government. Buyer agrees that no damages of any kind whatsoever are payable by RSI in situations where shipments are prevented by the circumstances described in this paragraph.

**B. Applicable to Canadian Buyers who intend to export shipments outside Canada.** RSI's hardware, Software, and technical data, as defined by the Canadian government are subject to the Canadian government Export Regulations. Direct or indirect exportation/transfer contrary to Canadian law or in violation of export regulations is prohibited. Buyer assumes all responsibility for securing commodity classifications, export licenses, shipment, and record keeping in accordance with applicable export regulations of Canada and any applicable local laws.

### C. Re-Sales and Re-Export of Products

The Buyer acknowledges that: a) any commodities and/or technology consisting of or contained in Products or Services provided subject to these terms are of Canadian origin and subject to Canadian export regulations and in addition to any requirements imposed by Canadian export regulations and b) that any export or re-export thereof must be in compliance with Canadian law and other laws which may become applicable. The Buyer agrees that it shall not export or re-export, directly or indirectly any commodities and/or technology (or direct products thereof) ordered subject to these terms in any form to destinations that are otherwise controlled or embargoed under Canadian law or entities or individuals which are listed on prohibited lists maintained pursuant to such laws or regulations.

## 21. Changes

RSI may suggest or Buyer may request changes within the scope of the contract and applicable specifications. Should any such suggested changes cause an increase or decrease in the purchase price, or in the delivery or installation schedule, or affect any other contract provisions, RSI shall submit a proposed adjustment to the purchase price, schedule and/or any other provision affected the change. Upon reaching a mutual agreement in writing thereto, RSI shall proceed with such change.

## 22. Termination or Cancellation

**A. Termination:** Buyer may only assert that the contract is terminated for default pursuant to a material breach by RSI. In all such cases, RSI shall be afforded a reasonable period of time to remedy such material breach, but in any event not less than 30 days from the date that RSI receives a written cure notice from the Buyer specifying the nature of RSI's failure to comply with a material provision of this contract. RSI may terminate this contract at any time upon giving the Buyer not less than ten (10) days prior notice.

**B. Cancellation:** Cancellation of the contract or any part thereof subsequent to placement shall result in a restocking fee to be charged to Buyer equal to 30% of the full purchase price. Cancellation will be honored only within thirty (30) calendar days from contract placement.



## 23. Warranties

### A.0 RSI Products:

**A.1 RS-500 (Airborne), RS-700 (Mobile) and RS-250 (Monitor) series products** are provided with a two (2) year return to factory limited warranty against defects in materials and workmanship from:

**A.2 RS- 120, 121, 125, 230 and RS-220 series handheld products** are provided with a one (1) year return to factory limited warranty against defects in materials and workmanship from:

**A.2.1 RS-50 Lab Unit** is provided with a one (1) year return to factory limited warranty against defects in materials and workmanship from:

**A.3 RS-200, RS-300, RS-400 series of Industrial products** are provided with a two (2) year return to factory limited warranty against defects in materials and workmanship from:

- 1) The date the Products are placed at the disposal of the Buyer at the named place of delivery,  
or
- 2) After the earlier of completion of acceptance testing or beneficial use, if installation is carried out by RSI.

### A.4 Return Material Authorization (RMA) and Freight Costs

Repairs of defects will be performed by RSI at no charge to the Buyer, subject to the limitations herein. To request warranty service, the Buyer must call RSI's service coordinator for a return material authorization (RMA) number. Buyer shall ship any defective parts in accordance with RSI's return instructions together with any required documentation including details of the problems or failure, freight prepaid, to RSI's repair facility.

The Buyer is also responsible for the costs and risk of loss of returning the repaired or replaced Products. For international warranties, the Buyer is responsible for the shipping, customs clearance costs and risk of loss of returning the repaired or replaced Products to the Buyer.

### A.5 Warranty Status of a Replacement Product or Part

When a replacement product or part, including a user-installable part, has been replaced free of charge under warranty coverage and in accordance with instructions provided by RSI, the product or part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for the customer. When a product or part is exchanged, any replacement item becomes property of the customer and the item replaced becomes property of RSI.

**B. RSI Services** (if applicable): RSI warrants Services, including installation labor and repairs, against defects in materials and workmanship for a period of 90 days after date of installation or date of service or repair. In the event that any Services are found to be deficient within such 90 day period they will be re-performed at no additional charge subject to verification by RSI.

**C. RSI Software Warranty** (Applies only to RSI produced Software furnished under this contract.): RSI warrants only that the Software will for a period of two (2) years (the "Software Warranty Period"), from the earlier of (i) completion of acceptance testing or beneficial use if installation is completed by RSI or (ii) the date of delivery to the FOB point if installed by Buyer or (iii) if installation is not required, conform to the software documentation provided by RSI.

If it is determined that, during the Software Warranty Period, the Software does not operate according to the documentation, RSI's only responsibility will be to provide one or more of the following forms of software support, the choice of form being at RSI's sole discretion: (i) to use commercially reasonable efforts to rectify any non-conformance with the Software Warranty in respect of Software that is returned at Buyer's expense to RSI for repair, or (ii) to provide assistance by way of telephone or e-mail consultation (the "Software Support"). RSI does not warrant or guarantee that the Software is free of viruses, significant bugs, programming errors, or other harmful components.





**D.- (i) Third-Party Equipment, Software and Documentation** ("third-party materials"): Warranties for third party materials are warranted by the original equipment manufacturer(s), if at all, and any such warranties shall pass through to the Buyer if and to the extent that they are extended to RSI. To request warranty service for third-party materials, the Buyer shall notify RSI of the defect with the material and the fault which caused the defect in order to receive a return authorization. RSI, in support of the manufacturer's warranty, shall coordinate any such warranty returns, their repair, and return of Products to the Buyer. The Buyer shall ship any defective parts, freight prepaid, to RSI after receiving an RSI return authorization. The repair or replacement of Products under warranty is subject to the manufacturer's warranty and the limitations of paragraph (E) below.

**E- (ii) Sodium Iodide and BGO Crystal Detectors**

The Sodium-Iodide and BGO detectors are ruggedized for their intended use. Due to the fragile nature of the crystal detector assemblies and potential harsh operating environments, RSI's warranty does not include breakage of the crystal for any reason. RSI does warrant the detectors to be complete and fully operational to their published specifications at the time of delivery and to maintain the minimum resolution and performance for a period of one year under normal operating conditions.

**F.** The warranties listed above are valid only if the Buyer uses the items properly, within the operating specifications and instructions supplied by RSI, including the requirements of this contract, and makes maintenance adjustments only within the tolerances listed in the maintenance or operating manuals or other documentation provided. Any and all warranties will be void and do not apply to failures or damage caused by sources outside the Products and Services furnished hereunder including, but not limited to, events such as: misuse whether by fault, negligence, or otherwise, damage from peripheral power sources or equipment not delivered with the original system, conditions resulting from improper use of the Products or operation of Products outside the specified environmental conditions, conditions resulting from any modifications or repairs to the Products other than made by RSI or RSI's vendor, acts of God, war, riots, insurrections, or force majeure events. RSI shall not be liable for loss of profit, or other economic losses, indirect, consequential, or special damages arising from any breach of warranty or any other cause.

**G.** Any trouble calls or other costs incurred by RSI for repair of a unit returned with "no trouble found" or which has a voided or expired warranty shall be billed, at the discretion of RSI, to the Buyer at the current service parts and labour rates, portal to portal, with the explanation of said misuse, abuse, or damage. Likewise, calls required because of operational errors, maladjustment's, broken or disconnected cables, or other failures created and caused outside the direct control of RSI or Buyer's maintenance personnel not following the maintenance guidelines provided shall be billed at the discretion of RSI as described in this paragraph.

**H.** THE EXPRESS WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS AND REMEDIES IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS AND REMEDIES PROVIDED BY RSI. RSI SPECIFICALLY DISCLAIMS AND BUYER WAIVES ANY OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS AND REMEDIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY, CONDITION, TERM, OR REPRESENTATION OR MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS OR REMEDIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE OR PAST DEALINGS BETWEEN THE PARTIES.

**24. Modifications, Complete Agreement**

No modifications of this contract shall be effective unless in writing and signed by authorized representatives of the parties. This contract constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract.



## **25. Applicable Law and Disputes**

**A.** This contract shall be interpreted, construed and governed by, and the relations between the parties determined by the laws in force in the Province of Ontario, and the federal laws of Canada applicable therein.

**B.** Should any disputes or differences of any kind arise between the Buyer and RSI, in connection with or arising out of this contract, or the performance hereunder, these will be settled by mutual agreement, which after having been written and signed by both parties, will become final and binding upon both Parties.

**C.** If no binding agreement can be reached, then the Buyer and RSI will have the right to proceed to resolve the dispute through arbitration conducted under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. The Arbitrator's decision will be final, binding and irrevocable upon both the Buyer and RSI and not subject to any direct or indirect legal means. Arbitration shall take place in Toronto, Canada.

**D.** The Arbitrators appointed by the said rules will have full power to review all the data he or she considers necessary for deciding upon the dispute.

**E.** The judgment rendered by the Arbitrator upon the award may be entered in any court having jurisdiction for the purposes of obtaining an order of enforcement or judicial acceptance of the award, as the case may be. Each of Buyer and RSI hereby waives any immunity, sovereign or otherwise, that it would otherwise have to such jurisdiction and agrees that its rights, obligations and liabilities hereunder shall be determined in the same manner and to the same extent as those of a private litigant under like circumstances.

**F.** The Arbitrator's award may include compensatory damages against either party, but under no circumstances will the Arbitrator be authorized to nor shall he or she award consequential, special, punitive or multiple damages against either party.

## **26. Severability**

If any provision of this contract is held by a court of competent jurisdiction to be void, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **27. Order of Precedence**

In the event of a conflict arising between the documents constituting a formal offer or quotation, the following descending order of precedence shall be given: (a) the formal quotation to which these terms are attached; (b) these terms and conditions; and (c) and Statement of Work or specification referenced or attached hereto; (d) any other attachments.

## **28. Survival**

The provisions of paragraphs 11, 12, 13, 16, 17, 18, 19, 20, and 25 above shall survive termination, cancellation or expiration of this contract.