

## Terms and Conditions of Sale

Last Updated: 2025/05/01

1. **ENTIRE AGREEMENT; MODIFICATION OF TERMS; EXPRESS REJECTION OF OTHER TERMS:** These Terms and Conditions of Sale ("**Terms**") will control the sale of all INFRA components, equipment, materials, and other physical products ("**Products**") and services, including installation, fusion, joining, welding or other services ("**Services**" and together with Products, "**Deliverables**") to Purchaser (defined below). "INFRA" means IPS Acquisition Inc. "**Purchaser**" means the customer named on the Quotation (defined below), on the Order (defined below) or on the Order receipt acknowledgement sent by INFRA ("**Acknowledgement**"). INFRA's acceptance of any Order is expressly subject to Purchaser's assent to each and all of these Terms. Purchaser's assent to these Terms will be conclusively presumed from Purchaser's failure to submit written objection and when the first of the following occurs: (i) Purchaser delivers to INFRA a signed copy of, or other document or email referencing, INFRA's quotation for Deliverables ("**Quotation**") referencing these Terms; (ii) Purchaser provides to INFRA a purchase order ("**Order**") for all or any part of the Deliverables; (iii) Purchaser receives delivery of any Deliverables; or (iv) Purchaser has otherwise assented to these Terms. Unless otherwise stated, Quotations will be null and void unless accepted by Purchaser within 14 days from the date of the Quotation (or other such period of time as set forth in the Quotation). No addition to or modification of these Terms will be binding upon INFRA unless an officer of INFRA agrees to such terms in a signed writing. If Purchaser's Order or other correspondence contains terms or conditions contrary to or in addition to these Terms, acceptance of any Order by INFRA will not be construed as assent to such contrary or additional terms and conditions, or constitute a waiver by INFRA of any of these Terms. Unless alternate terms are contained in a contract or other writing signed by an officer of INFRA, these Terms will control. Any reference to Purchaser's Order by INFRA will not affect or limit the applicability of these Terms. THESE TERMS TOGETHER WITH INFRA'S QUOTATION, ACKNOWLEDGEMENT AND INVOICE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN INFRA AND PURCHASER WITH RESPECT TO ANY ORDER AND THE SUBJECT MATTER OF THESE TERMS.

2. **CANCELLATION:** Purchaser will not cancel or amend any Order, except on terms acceptable to INFRA as evidenced by INFRA'S prior written consent, provided in any case that Purchaser reimburses INFRA for any losses INFRA is unable to mitigate using commercially reasonable efforts.

### 3. PRICES AND SHIPMENT:

(a) Prices. Prices and fees are subject to change by INFRA until Purchaser's acceptance by sending an Order. The prices and fees for the Deliverables will be as set forth in the Quotation or Acknowledgement, as applicable.

(b) Shipping. "**Delivery Point**" means either INFRA's production facility or such other delivery address as identified in a Quotation or Acknowledgement. If the Quotation or Acknowledgement identifies: (a) the Delivery Point as "PLANT-PICKUP", the Products will be delivered at INFRA's facility Ex Works (Incoterms<sup>®</sup> 2020); (b) the Delivery Point as "PLANT-COLLECT", "PLANT-ADD FRT", or "PLANT-PREPAID", the Products will be delivered at INFRA's facility Ex Works (Incoterms<sup>®</sup> 2020), except that INFRA will load the Products onto the carrier as arranged by and directly paid by Purchaser in the case of "PLANT-COLLECT" or as arranged by INFRA in the case of "PLANT-ADD FRT" or "PLANT-PREPAID"; (c) a delivery address other than INFRA's product facility (e.g., Purchaser's destination) as the Delivery Point (DAP), the Products will be delivered DAP (Incoterms<sup>®</sup> 2020); or (d) a delivery address other than

INFRA's product facility (e.g., Purchaser's destination) as the Delivery Point and does not specify DAP, the Products will be delivered as otherwise identified in the Quotation or Acknowledgement. Purchaser must obtain, at its own risk and expense, any export license or other official authorization and carry out, where applicable, all customs formalities necessary for the export of the Products. INFRA will provide to Purchaser, at the Purchaser's request, risk and expense, assistance in doing so. In the event of loss or damage to the Products during shipment when delivered Ex Works (Incoterms® 2020), Purchaser's claim will be against the carrier only. INFRA will, however, give the Purchaser and reasonable assistance to secure adjustment to the Purchaser's claim against the carrier, provided Purchaser provides immediate notice of such claim to INFRA.

(c) Title. Title to the Products remains with INFRA until paid for in full by Purchaser. Unless otherwise stated in the Quotation or Acknowledgement, risk of loss and/or damage to the Products passes from INFRA to Purchaser (whether accepted or not) once the Products are made available at the Delivery Point.

(d) Inspection. Purchaser will inspect all Products upon delivery but no later than 48 hours of delivery to the Delivery Point ("**Inspection Period**") and prior to backfilling, installation, or incorporation of the Products into Purchaser's work. All deliveries will be considered accepted unless Purchaser timely notifies INFRA of the non-conformance within the Inspection Period and prior to backfilling, installation, or incorporation of the Products into Purchaser's work. Non-conforming Products or shipments may be returned to INFRA, at INFRA's expense, if Purchaser notifies INFRA in writing (email will suffice) of such non-conformity within the Inspection Period; in such case, Purchaser will receive a full refund of amounts paid to INFRA for returned, non-conforming Products if the Products are in their original containers and are in new condition. No other returns are permitted without INFRA's prior written consent and may be subject to a handling/restocking charge.

#### 4. PAYMENTS:

(a) Credit; Timing. Purchaser will cooperate with INFRA and provide a signed credit application, necessary financial statements, and/or bank and trade references, upon INFRA's request. Purchaser will pay INFRA in accordance with the payment terms set out in the Quotation or Acknowledgement. If the applicable Quotation or Acknowledgement contains no payment terms, Purchaser will pay all amounts on each invoice within 30 days from the invoice date.

(b) Currency. All prices set forth in the Quotation and Acknowledgement, and all other amounts set forth these Terms, are identified in, and Purchaser will make all payments in, Canadian dollars, with respect to customers in Canada. For all other non-Canadian customers, all references to amounts will be in United States dollars, and Purchaser will make payments in United States dollars.

(c) Late Payment; Disputes. All undisputed amounts due and not paid when due will bear interest at a rate of 1.5 % per month (18% annum) until fully paid. Purchaser will pay all costs and expenses of collection incurred by INFRA, including reasonable attorneys' fees and expenses. In the event of a good faith dispute regarding any invoiced item, Purchaser may withhold such disputed amount while the parties resolve the dispute. The withholding of such payment will not constitute a breach of these Terms, so long as Purchaser pays on a timely basis those amounts that are undisputed and owing and notifies INFRA of such dispute prior to the invoice due date. INFRA may revoke or change credit terms at any time in its sole discretion. If Purchaser is required to pay interest on amounts outstanding hereunder, or if INFRA has reason to believe Purchaser may not be able to pay amounts when due, INFRA has

the right, at its option, to (i) stop all shipments of Products and suspend the provision of Services until such payments are made, (ii) demand pre-payment for all Deliverables prior to shipment or performance, or (iii) terminate the Order. Purchaser will provide all financial information (including audited financial reports) requested by INFRA from time to time in order to make a proper assessment of the creditworthiness of Purchaser.

(d) Taxes and Import Duties. Prices stated on the Quotation and Acknowledgement do not include federal, provincial, state or municipal sales taxes, value added taxes or other taxes or duties ("**Taxes**"). When applicable, INFRA's invoices will include Taxes to be collected by INFRA. In areas where INFRA is not authorized to collect such Taxes, the remittance of any Taxes will be the responsibility of Purchaser. INFRA will accept a valid exemption certificate from Purchaser if applicable; however, if an exemption certificate is not recognized by the governmental taxing authority involved, or if the certificate does not cover all assessed Taxes and Infra is required to pay such Taxes, Purchaser will promptly reimburse Infra for the Taxes paid. Duties, fees, charges or assessments of any kind levied by any governmental authority other than a taxing authority of the country of manufacture in connection with these Terms, whether levied against Purchaser or INFRA, will be the responsibility of Purchaser and will be paid directly by Purchaser to the governmental authority concerned.

5. SCHEDULES: Product delivery schedules and Service performance schedules are approximate and are based on the prevailing market conditions applicable at the time of the Quotation and the Acknowledgement, respectively. In addition, INFRA will have no obligation to perform Services until Purchaser's timely acceptance of the Products in compliance with the terms of Section 3(d) and Purchaser has scheduled the performance of the Services in accordance with INFRA's Post-Sales Service Invoicing Guide (a copy of which has been provided to Purchaser as attached to the Quotation and Acknowledgement). INFRA may extend delivery schedules or may, at its option, cancel an Order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation. INFRA will notify Purchaser of any actual circumstance it is aware of which may delay or impair INFRA's ability to meet any delivery or other performance dates identified in a Quotation or Acknowledgement. INFRA may postpone shipment of Products upon Purchaser's request, *provided that* risk of loss of the Products will rest with Purchaser at all times during the delay and Purchaser will pay a storage charge to INFRA equal to the greater of \$50 or 0.2% of the invoice amount for Products that are the subject of the delayed shipment for each calendar day of a Purchaser-imposed shipment delay. INFRA will not be liable or responsible for any damages, costs, back charges or other expenses incurred by Purchaser due to delay in the provision of Deliverables regardless of the cause of such delay.

#### 6. PURCHASER OBLIGATIONS:

(a) Permits. Purchaser is responsible for obtaining and maintaining, at its expense, all permits, approvals, consents, waivers, licenses, certificates, and authorizations, or any item of similar effect, as may be necessary or required for the performance of the project (including the Services), excluding any business licenses INFRA is required to maintain in the lawful operation of its business. Purchaser will obtain and maintain such permits and consents (including without limitation end customer, landlord and landowner consents) as are necessary to timely permit, and will timely permit, INFRA and its personnel to deliver and install the Products and perform Services at Purchaser's (or its end customer's) location ("**Site**"), as applicable

(b) Site Access. If the Quotation and/or Acknowledgement covers the performance of Services at, or delivery of Products by INFRA, to the Site, Purchaser will timely prepare the Site, including entry and access to and from the Site, in accordance with the Specifications

(defined below), INFRA's Post-Sales Service Invoicing Guide, available here, <https://infrapipes.com/Customer-Post-Sales-Service-English.pdf>, and any applicable requirements as may be communicated to Purchaser by INFRA from time to time. "**Specifications**" means all functional, technical, operational, performance, quality and similar requirements, drawings, schematics, illustrations, specifications, instructions or plans for the Deliverables provided by INFRA or if provided by Purchaser, agreed to in writing by INFRA. Purchaser will maintain the Site in a safe condition and provide INFRA with reasonable and timely access to the Site as needed to deliver and/or install the Products and perform Service at the Site, subject to the terms of Quotation and/or Acknowledgement and Specifications. Purchaser will make and maintain all reasonable Site preparations necessary to permit the performance of Services and delivery of Products, including providing INFRA with space and power. Purchaser grants to INFRA and its personnel performing Services the right to access the Site as necessary for the provision of the Services and/or delivery of the Products. INFRA will, when on the Site, comply with the safety and security rules communicated to INFRA in advance.

(c) Vehicle Access. If the Quotation and/or Acknowledgement covers delivery of Products by INFRA to the Site, such delivery means by motor truck delivery as close to the identified location at the Site (e.g., storage facility, trench, etc.) as is practical for loaded standard highway motor trucks and trailers operating under their own power. Purchaser will provide and maintain suitable road access at the Site for the safe and efficient provision of the Deliverables.

(d) Right to Stop Work. If any INFRA personnel believe they have been instructed to or are otherwise required to provide Deliverables at/to the Site under unlawful or hazardous conditions or any other conditions at the Site creating a health or safety risk, they will have the right to stop work and raise their concerns to Purchaser. Purchaser will take all reasonable steps to promptly remedy such working conditions. No affected INFRA personnel will be required to resume work until such working conditions have been resolved to INFRA's satisfaction, in its sole discretion. Any resulting delay in providing Deliverables pursuant to this Section will not be deemed a breach by INFRA of these Terms. Purchaser will pay INFRA its then current rates for delays and any other out-of-pocket expenses incurred by INFRA because of such delay.

(e) Trip Fees. Purchaser will not charge INFRA, and will ensure that INFRA does not incur, any fees or expenses in connection with Purchaser's provision of space, power or access to the Site as described in these Terms, Quotation, Acknowledgement or Specifications, or otherwise in connection with Purchaser's performance of its obligations pursuant to this Section 6. If INFRA is unable to provide the Deliverables in accordance with the schedule agreed upon between Purchaser and INFRA as a result of (i) Purchaser's failure to deliver any required materials, support, or information to INFRA; (ii) unsafe or hazardous Site conditions; or (iii) INFRA's inability to access the Site, or to other equipment or materials at the Site, as necessary for performance of the Services or delivery of the Products, then in each case INFRA will not be liable for any such delay or non-performance, and Purchaser will pay INFRA's then-current standard trip fees (and/or as otherwise identified on the Quotation or Acknowledgement) and any additional fees for each subsequent trip necessitated to perform the Services and deliver the Products, as applicable.

(f) Purchaser Equipment. Unless otherwise specified on the Acknowledgment or Specifications, Purchaser will: (a) unload and hoist the Products, its materials, supplies, tools (e.g., winches, harnesses, etc.), scaffolding, machinery, generators, and other equipment ("**Purchaser Equipment**"), and any of INFRA's materials, supplies, tools, or other equipment at the Site, in each case as necessary for INFRA's performance of the Deliverables; (b) provide

all temporary facilities necessary for INFRA to complete the Services and deliver the Products, as applicable, in accordance with these Terms and the Specifications, and as required by law, safety regulations, weather and other conditions at the Site; and (c) make the Purchaser Equipment located at the Site available for use by INFRA and its personnel in connection with INFRA's performance of the Deliverables, as applicable. Purchaser will maintain the safety of the Purchaser Equipment.

## 7. SERVICES:

(a) Limited Services Warranty. INFRA warrants that: (i) it will perform the Services in a professional and workmanlike manner and (ii) the Services will materially conform to the Specifications. Unless otherwise set forth in an Acknowledgement or the Specifications and without limiting Purchaser's obligations in Section 6, INFRA is responsible for supplying all other labour, tools, equipment, and materials necessary for INFRA to provide the Services.

(b) Non-Conforming Services. Purchaser will test, review, and otherwise evaluate the Services upon performance and give INFRA written notice of any defect in the Services within 7 days of performance; and if INFRA (in its sole discretion) determines the Service failed to meet the limited service warranty, INFRA will (at INFRA's option), as Purchaser's sole and exclusive remedy, (i) correct or reperform the Services without additional charge to Purchaser or (ii) issue a credit to Purchaser in an amount equal to the amount actually paid by Purchaser for such Service. Any re-performed Services will be subject to the warranty provisions in Section 7(a) and performed as soon as commercially practicable. INFRA's obligations under this Section are contingent upon Purchaser providing INFRA with access to the Site and other documentation or information as reasonably requested by INFRA to evaluate the non-conforming Services, as applicable.

(c) Subcontracting. INFRA may, at its sole discretion, delegate or subcontract any of its responsibilities or obligations under these Terms to third parties (including any of INFRA's affiliates) to perform the Services. INFRA is responsible for the acts and omissions of any of its subcontractors, and its and their employees, contractors, and agents performing Services.

8. **LIMITED PRODUCT WARRANTY:** INFRA warrants that Products will materially conform to the Specifications for a period of 12 months from the date INFRA makes the Products available at the Delivery Point ("**Product Warranty Period**"). If, during the Product Warranty Period, Purchaser determines that any Product materially fails to conform with the Specifications, Purchaser must notify INFRA of such in writing within 7 days of the date on which the condition giving rise to the claim first appeared; and if INFRA (in its sole discretion) determines the Product failed to meet the limited Product warranty during the Product Warranty Period, INFRA will (at INFRA's option), as Purchaser's sole and exclusive remedy, either (i) repair or replace the Product without additional charge to Purchaser or (ii) issue a credit to Purchaser in an amount equal to the amount actually paid by Purchaser for such Product. Any replaced or repaired Products will be subject to the warranty provisions in Section 8. INFRA's obligations under this Section are contingent upon Purchaser returning the non-conforming Product to INFRA, at INFRA's cost, and/or providing INFRA with access to the Site to inspect and test the non-conforming Products, and providing such other documentation or information as reasonably requested by INFRA to evaluate the non-conforming Products, as applicable. The foregoing warranty does not apply: (a) to any Products modified by anyone other than INFRA; (b) if the non-conformance was caused by damage that occurred after the Product was made available at the Delivery Point or by abuse, misuse, or improper handling, maintenance, installation or repair of the Product by anyone other than INFRA; (c) to Products sold "AS IS" or marked "sample"; (d) to Product defects or destruction caused by acts of God,

including but not limited to lightening, flooding, tornado or earthquake; (e) if the non-conformance was caused by materials, equipment or other items provided by anyone other than INFRA; or (f) if the non-conformance was caused by damage arising from improper or inadequate design or instructions provided by Purchaser. If any Products are to be repaired or replaced under this Section, INFRA will not be responsible for any damage caused in the course of excavating, backfilling, lifting, removing, mounting, dismounting, disassembling, transporting or unloading of such non-conforming Products.

9. **DISCLAIMER:** EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFRA MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE. INFRA DOES NOT WARRANT THAT THE SERVICES OR PRODUCTS WILL MEET PURCHASER'S REQUIREMENTS OR EXPECTATIONS. INFRA IS NOT RESPONSIBLE FOR ANY DAMAGES, DELAYS, OR OTHER LIABILITIES ARISING OUT OF OR RELATED TO SITE CONDITIONS, INCLUDING EXCESS LOADING FROM EROSION, CAVITATION, SOIL CONDITIONS, FOUNDATION CONDITIONS, EXCESSIVE STRESS FROM SINKING, OR ANY BUILDING, INSTALLATION, MAINTENANCE OR OTHER WORK PERFORMED BY ANYONE OTHER THAN INFRA PERSONNEL, PURCHASER EQUIPMENT OR ANY OTHER EQUIPMENT, MATERIALS, OR OTHER ITEMS PROVIDED BY ANYONE OTHER THAN INFRA, OR ANY OTHER REASON BEYOND INFRA'S CONTROL.

#### 10. LIMITED LIABILITY:

(a) EXCEPT AS SET FORTH IN SECTION 10(b), TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY OR OTHERWISE: (i) NEITHER PARTY WILL BE LIABLE FOR DAMAGES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR PERTAINING TO THESE TERMS SUFFERED BY PURCHASER OR OTHERS (INCLUDING ANY LOST PROFITS, LOST REVENUE OR LOSS OF GOODWILL); AND (ii) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNT OF DAMAGES IN EXCESS OF THE FEES ACTUALLY PAID BY PURCHASER TO INFRA FOR THE SPECIFIC DELIVERABLE(S) THAT DIRECTLY CAUSED THE DAMAGE, EXCEPT THAT FOR ANY CLAIMS UNRELATED TO THE DELIVERABLE(S), THE TOTAL AGGREGATE LIABILITY OF EACH PARTY WILL NOT EXCEED THE FEES PAID TO INFRA BY PURCHASER UNDER THE APPLICABLE QUOTATION OR ACKNOWLEDGEMENT.

(b) Exceptions. The limitations set forth in Section 10(a) do not apply to damages arising out of: (i) either party's gross negligence or wilful misconduct; (ii) Purchaser's failure to pay any amounts due to INFRA; or (iii) a party's indemnity obligations under Section **Error!** **Reference source not found.**

(c) Independent Allocations of Risk. Each provision of these Terms that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks between the parties. This allocation is reflected in the agreed upon compensation and is an essential element of the basis of the bargain between the parties. Each of these provisions will apply notwithstanding any failure of essential purpose of any limited remedy.

11. COMPLIANCE WITH LAWS. INFRA will be properly licensed, as required by applicable law, and properly equipped, organized, and financed to provide the Deliverables. Each party will comply with all federal, state, and local laws, rules and regulations that may be applicable to performance of its obligations under these Terms.

12. INDEMNITY: Each party ("**Indemnifying Party**") will defend the other party and its directors, officers, employees, contractors and agents ("**Indemnified Party**") against any third party claims, losses, liability, damages or expenses and will pay for the resulting costs and damages finally awarded against the Indemnified Party to such third party by a court of competent jurisdiction or agreed to in settlement by the Indemnifying Party (such agreement not to be unreasonably, withheld, conditioned, or delayed), to the extent arising from any wrongful or negligent conduct of the personnel of the Indemnifying Party at the Site resulting in any bodily injury (including death) or property damage. The Indemnifying Party's obligations under this Section 12 are conditioned upon the Indemnified Party: (a) promptly notifying the Indemnifying Party in writing of the claim (so as to avoid prejudicing the Indemnifying Party); (b) granting the Indemnifying Party sole control of the defense and settlement of the claim; and, (c) providing the Indemnifying Party with reasonable assistance in the defense and settlement of the claim, where the Indemnified Party is reimbursed for its reasonable out of pocket expenses incurred in providing such assistance. This section sets out the sole and exclusive remedies for indemnified claims.

13. FORCE MAJEURE. INFRA will not be liable to Purchaser for the non-performance of any obligation under these Terms arising from any cause beyond INFRA'S reasonable control, regardless of whether such cause is foreseeable, including any: (a) act of God; (b) flood, fire, explosion, earthquake or natural disaster; (c) act of terrorism, war, revolution, invasion, riot, or other civil or military disturbances or acts of public enemies; (d) act, regulation, order, or law of any government, civil or military authority, or any injunction of any nature; (e) embargo, blockade, tariff, or other trade restriction; (f) national or regional emergency; (g) epidemic, pandemic, or other contagion, including COVID-19; (h) strike, lockout, labor dispute, stoppage or slowdown, or other industrial disturbance; (i) casualty or accident; or (j) inability to procure, or any interruption, loss, malfunction, or shortage of, any supplies, services, products, equipment, transportation, utilities, communications, or computer software, hardware, or services.

14. INDEPENDENT CONTRACTOR: INFRA is engaged in an independent business and will perform its obligations under these Terms as an independent contractor and not as the agent or employee of Purchaser, and nothing in these Terms can be read to imply or construe INFRA as a partner, agent or employee of Purchaser. Neither party has the authority to act for, bind, or to incur any debts or liabilities in the name of or on behalf of the other party. Each party is solely responsible for all matters relating to payment of its employees and agents, including compliance with worker's compensation, unemployment, disability insurance, social security withholding, and all other federal, state, and local laws, rules and regulations.

15. DISPUTES: Any controversy, claim or dispute arising out of or relating to these Terms including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it will be referred to and finally resolved by arbitration at the Canadian Arbitration Association pursuant to the general Canadian Arbitration Association Rules for Arbitration. The arbitration will be held in Toronto, Canada. The number of arbitrators will be one and the arbitration will be conducted in English. The arbitration will proceed in accordance with the provisions of the Arbitration Act (Ontario). The decision arrived at by the arbitrator(s) will be final and binding and no appeal will lie therefrom. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The costs of the arbitrator will be divided equally between the parties. Notwithstanding the

foregoing, INFRA may initiate legal proceedings against the Purchaser in any competent court of law for the purpose of collecting unpaid invoices.

16. GENERAL: These Terms will be governed by and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without reference to conflict of laws principles and the parties agree that the International Sale of Goods Act (Ontario) does not apply to these Terms. If any claim is not subject to arbitration pursuant to Section 15, then the courts located in Toronto, Ontario, Canada will have exclusive jurisdiction and Purchaser and INFRA waive any objection to venue in any such courts. Purchaser may not assign these Terms or its rights or obligations hereunder without INFRA's prior written consent, except that if required by Purchaser's prime contract, Purchaser may assign these Terms without INFRA's consent to the party with whom Purchaser has contracted pursuant to such prime contract. Subject to the foregoing limitation on assignment, these Terms will be binding upon, enforceable by and inure to the benefit of the parties and each of their successors and permitted assigns. If any provision (or any part thereof) is unenforceable under or prohibited by any present or future law, then such provision (or part thereof) is hereby amended, so as to be in compliance with such law, while preserving to the maximum extent possible the intent of the original provision. Any provision (or part thereof) that cannot be so amended will be severed from these Terms; and all the remaining provisions of these Terms will remain unimpaired. Failure by either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. The word "including" means "including without limitation". The word "or" means "and/or". Any provision of these Terms that contemplates performance or observance subsequent to any termination or expiration of these Terms (in whole or in part) will survive any such termination or expiration and continue in full force and effect. These Terms may be amended only by a writing executed by the parties. Any notices or other communications required or permitted under these Terms must be in writing by email to INFRA at [customer.service@infrapipes.com](mailto:customer.service@infrapipes.com), or to Purchaser at Purchaser's 'Bill To' address on the Order or Acknowledgement, or at such other address as a party may specify in writing.