

IPL Terms and Conditions of Sale

1. General

- 1.1. These Terms and Conditions of Sale (“**T&Cs**”) shall govern any and all sales of products (“**Products**”) by an entity of the IPL group (“**Supplier**”), irrespective of whether the contract of sale is concluded orally or in writing and in addition to the terms and conditions contained in the Supplier’s credit application, if any.
- 1.2. By placing an order for Products, the buyer (“**Buyer**”) shall be deemed to have accepted these T&Cs. The Supplier’s acceptance to supply the Products is conditional on acceptance by the Buyer of these T&Cs, including any additional or different terms to the Buyer’s standard terms and conditions of purchase.
- 1.3. Unless they have been explicitly accepted by the Supplier in writing, no general terms and conditions used by Buyer shall be applicable.
- 1.4. Silence by the Supplier shall under no circumstances be presumed to constitute acceptance or consent by the Supplier, including acceptance of the Buyer’s terms and conditions of purchase. The Supplier hereby expressly rejects any such terms and conditions changing or adding to these T&Cs.
- 1.5. In the event of any conflict or inconsistency between these T&Cs and the terms and conditions of a supply agreement in writing between the Supplier and the Buyer, the provisions of the written supply agreement shall prevail.
- 1.6. A reference to writing or written excludes fax but not email.

2. Order

- 2.1. The Buyer shall purchase and source from the Supplier all Products by the submission of an order (by telephone or email), specifying the type and quantity of Products being ordered, , for Bespoke Products, Bespoke Specification, the desired delivery date (complying with lead-time provided for hereunder), and the method of delivery and delivery location (an “**Order**”).
- 2.2. No Order shall be binding upon the Supplier until accepted in writing through an order acknowledgment (“**Order Acknowledgment**”). Once an Order is accepted by the Supplier, the Supplier shall fulfill each such Order pursuant to the terms of the accepted Order and the Order Acknowledgment.
- 2.3. The Buyer shall have no right to alter or cancel any accepted Order. If the Supplier, in its sole discretion, agrees, in writing, to allow the Buyer to alter an accepted Order, the Buyer shall reimburse the Supplier for all costs which result from this change, including Products manufactured and being manufactured, raw materials and components rendered obsolete by such changes.
- 2.4. Should the Buyer request changes to Bespoke or OTS Specifications, engineering, designs, artwork or any type of changes, the Buyer shall be liable towards the Supplier for all costs which result from this change

including Products manufactured and being manufactured, raw materials and components rendered obsolete by such changes. The Supplier may charge reasonable modification fees. The Supplier may accept or reject such changes in its sole discretion.

- 2.5. Should the Buyer request early termination, the Buyer shall be liable towards the Supplier for all costs which result from termination including Products manufactured and being manufactured, together with any and all amounts outstanding, and shall have all other remedies available at law.

3. Products

- 3.1. The Supplier’s off the shelf Products (“**OTS Products**”) are as described in the Supplier’s catalogue (“**OTS Specification**”) or for non-OTS Products (“**Bespoke Products**”) as described in the specification agreed between the parties (“**Bespoke Specification**”). For the purposes of these T&Cs, “**Products**” shall mean both the OTS Products and the Bespoke Products.
- 3.2. Bespoke Products which are manufactured in accordance with a Bespoke Specification supplied by the Buyer, the Buyer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with the Supplier’s use of the Bespoke Specification.
- 3.3. The Supplier shall also be entitled to stop manufacturing the Products if a third party enforces its intellectual property rights against the Supplier and prohibits the Supplier to continue manufacturing the Products and the Supplier shall not be in breach of any of its obligations under these T&Cs as a result of ceasing to manufacture the Products due to the Products infringing a third party’s intellectual property rights.
- 3.4. The Supplier reserves the right, without liability or penalty, to amend the OTS or Bespoke Specification if required by any requirement of applicable law, and the Supplier shall notify the Buyer in any such event.
- 3.5. Buyer shall comply with all applicable laws in its purchase, receipt, shipping, use, and/or resale of the Product(s). Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under these T&Cs. Without limiting the foregoing, Buyer shall comply with all export and import laws of all countries involved in the sale and delivery of of the Products under this T&Cs and/or any use or resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Supplier may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

4. First Testing of Bespoke Products

- 4.1. Prior to use of the Bespoke Products, the Buyer is responsible for performing, at its expenses, all tests on samples of the Bespoke Products required to independently assess, validate and confirm: (i) their conformity with Bespoke Specification, (ii) conformity of the Bespoke Products with any applicable law or regulation; and (iii) the Bespoke Products sufficiently work, perform, and are suitable with all the Buyer's or end-user's intended use for the Bespoke Products including without limitation, the use in the manufacturing, distribution, end use system applications, production line, assembly line, automated and quality control process, transportation, palletization, warehousing, filling, conveying, and goods fabricated with or in conjunction with the Bespoke Products.
- 4.2. The Buyer shall promptly notify the Supplier, in writing, of any nonconforming sample of Bespoke Products after first testing, stating with specificity all defects and nonconformities, and furnishing such other written evidence or other documentation as may be reasonably required by the Supplier (including the subject sample of Bespoke Products, or a representative sample thereof, which the Buyer contends are nonconforming Bespoke Products).
- 4.3. If any Bespoke Products are nonconforming Bespoke Products, then the parties shall work together in good faith to address the issues of nonconformity. If the nonconformity of the Bespoke Products is due to an act or omission of the Buyer, then the Buyer shall be liable all costs incurred by the Supplier in respect of changing the Bespoke Specification and/or Bespoke Products including Bespoke Products manufactured and being manufactured, raw materials and components rendered obsolete by such changes.
- 4.4. All defects and nonconformities that are not expressly so specified shall be deemed waived by the Buyer and such Bespoke Products shall be deemed to have been accepted by the Buyer, so that no attempted revocation of acceptance of subsequently delivered Bespoke Products will be effective.

5. Pricing and Payment Conditions

- 5.1. Prices are to be paid according to the Supplier's price list, which may be adjusted from time to time.
- 5.2. All amounts payable shall be in the currency indicated on the invoice.
- 5.3. All prices shall be exclusive of any applicable taxes, customs, duties, or other charges of any kind imposed by any governmental authority ("Taxes"). Buyer shall be exclusively responsible for all Taxes.
- 5.4. Pallets are included in the prices.
- 5.5. Unless otherwise agreed in writing, payment shall be made within thirty (30) days of the date of invoice.
- 5.6. The Supplier reserves the right to charge interest, at its sole discretion, either: (i) at the rate of 1% per month or 12% annually or (ii) the highest rate permissible under applicable law, in each case calculated daily and compounded monthly. The Buyer shall reimburse all costs incurred in enforcing these T&Cs, including without limitation attorneys' fees and execution and collection costs.
- 5.7. The Buyer shall not be entitled to any other discounts

or bonuses unless expressly agreed to by the Supplier in writing.

- 5.8. All payments shall be made by way of Electronic Funds Transfer (EFT) for the Buyer located in Canada or Automated Clearing House (ACH) for the Buyer located in the United States of America, unless some other manner of payment has been agreed to by the Supplier in writing. The Supplier may charge additional charges for other manner of payment. The Supplier shall be entitled to request at any time from the Buyer a guarantee or security to ensure that the Buyer meets its payment obligations or any other obligations.
- 5.9. The Supplier reserves the right to stop supply should the Buyer fail to make timely payments according to these T&Cs.

6. Delivery, Late Delivery and Transfer of Risk

- 6.1. Unless otherwise agreed in writing, all Products sold from time to time by the Supplier shall be delivered by the Supplier FOB Supplier plant (as defined in the *Uniform Commercial Code*) or, for international delivery, Ex Works Supplier plant (as defined in the latest version of the *Incoterm*). Accordingly, Supplier shall not be liable for any delays, loss, or damage in transit.
- 6.2. The Supplier shall be entitled to carry out an Order as a whole or in instalments, at Supplier's discretion and without liability or penalty. In the event of delivery in instalments, each instalment shall constitute a separate Order and be invoiced separately. Buyer shall pay for Products delivered irrespective whether each delivery is performed as an instalment or as a whole fulfillment of Buyer's Order.
- 6.3. The Buyer shall provide appropriate lead-time on all Orders for Products and on design and artwork changes; however, if Supplier does not believe the lead-time provided by Buyer is sufficient, Supplier may increase lead-time by an appropriate period.
- 6.4. The delivery deadlines indicated by the Supplier shall not be regarded as definite deadlines, but rather as delivery estimates. Dates and times are not of the essence for these T&Cs or any Order(s).
- 6.5. Should the Products not be delivered within the delivery period for whatever reason, the Supplier shall not be in default, but the Buyer will be entitled to request that delivery takes place within a reasonable period of time.
- 6.6. The Supplier shall bear all risk of loss for the Products until the Products have been placed at the disposal of the Buyer (or its designated carrier) in accordance with clause 6.1 herein. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Products. At that time, risk of loss on the Products and the expense of shipping the Products will pass to the Buyer.
- 6.7. Should the Buyer refuse or neglect to take possession of the Products within a reasonable period of time, then Supplier reserves the right to (i) store the Product(s) until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses

(including, without limitation, storage, and insurance), and/or (ii) immediately invoice the Buyer for the Products, including any applicable warehousing, storage, and insurance fees, and ship the Products to the Buyer at the Buyer's costs and expenses.

7. Inventory & Forecasts

- 7.1. This clause applies only if the Supplier agrees to produce and maintain an inventory of Products, labels, packaging materials and any other Buyer's specific materials or components ("**Inventory**") and if there is no other form of written agreement regarding stock (for instance, a stocking agreement) signed between the Supplier and the Buyer.
- 7.2. The Buyer authorizes the Supplier to keep a reasonable level of Inventory as mutually agreed between the parties ("**Inventory Level**").
- 7.3. On completion of the manufacture of the Inventory Level, the Supplier shall invoice the Buyer in accordance with clause 5.
- 7.4. Should the Inventory or any portion thereof be rendered obsolete for any reason whatsoever including any modifications to Specifications, discontinued Products by the Buyer, etc., the Buyer commits to notify the Supplier's customer service as fast as possible, to immediately purchase at the then current price any obsolete Inventory and to take possession of any obsolete Inventory. The provisions of this clause will immediately apply for warehousing of the obsolete Inventory.
- 7.5. If requested by the Supplier and in order to plan production of the Products, the Buyer will provide quarterly to the Supplier with a rolling twelve (12) weeks production forecast of its non-binding, good faith estimation of the quantities of Inventory to be purchased or manufactured for the next fiscal quarter. It is agreed between the Parties that the forecast provided in this clause is for planning purposes. Therefore, the Supplier will not be liable to the Buyer for any damages caused by inaccurate or poor forecasting by the Buyer or sudden increase of the demand.

8. Right to Suspend Production and Delivery

- 8.1. If at any time the Supplier reasonably suspects that the quality of any Product does not materially comply, or might risk not materially complying, with any applicable law, Bespoke or OTS Specifications, or any other terms or conditions, the Supplier will notify the Buyer in writing of its intent to suspend production of any or all Products. The Supplier shall not resume such production until it is, in its sole discretion, satisfied that any such non-compliance has been fully remedied and the cause(s) thereof have been identified and corrected.
- 8.2. The Supplier may immediately suspend its production and stop delivering Products following any uncured breach by the Buyer of its obligations and the Supplier shall not be in breach of any of its obligations under these T&Cs as a result of such breach by the Buyer.

9. Acceptance and Rejection of Products after Delivery

- 9.1. The Buyer shall inspect Products delivered within ten (10) Business Days of receipt of such Products (the "**Inspection Period**") and either (i) accept the Products; or (ii) reject such Products only if any such are Nonconforming Products. "**Business Day**" shall mean a day, other than a Saturday, Sunday or public holiday in the country of receipt.
- 9.2. **Nonconforming Products** means Products that (a) do not conform to the type of Product ordered in the Order; (b) do not conform in all material respects with the Specifications; or (c) materially exceed the quantity of Products ordered by the Buyer pursuant to the applicable Order. The Buyer shall be deemed to have accepted the Products unless it provides the Supplier with written notice of any Nonconforming Products within the Inspection Period, stating with specificity all defects and nonconformities, and furnishing such other written evidence or other documentation as may be reasonably required by the Supplier (including the subject Products, or a representative sample thereof, which the Buyer contends are Nonconforming Products).
- 9.3. All defects and nonconformities that are not expressly so specified shall be deemed waived by the Buyer, and such Products shall be deemed to have been accepted by the Buyer, so that no attempted revocation of acceptance will be effective.
- 9.4. No Product shall be deemed "nonconforming" that is the direct result of the Buyer's act or omissions or any other reason set forth in clause 11.1 ("**Limited Warranty**").
- 9.5. If the Buyer notifies the Supplier within the Inspection Period of any Nonconforming Products, the Supplier shall verify, in its reasonable discretion, whether the Products are Nonconforming Products. Notification shall not relieve the Buyer from its payment obligations. If the Supplier determines that the delivered Products are Nonconforming Products, the Supplier shall, in its sole discretion, either:
 - i. replace such Nonconforming Products with conforming Products; or
 - ii. refund to the Buyer such amount paid by the Buyer to the Supplier for such Nonconforming Products returned by the Buyer to the Supplier.
- 9.6. The remedies set out in clause 9.5 above shall be the Buyer's sole remedy in respect of any Nonconforming Products.
- 9.7. Unless otherwise agreed in writing by the Supplier and the Buyer, the Buyer shall, if the Supplier determines that the Products are indeed Nonconforming Products, either return to the Supplier such Nonconforming Products, hold such Nonconforming Products for the Supplier's pick-up, or destroy all rejected Nonconforming Products, the whole at the Supplier's election and expense. If the Supplier exercises its option to replace Nonconforming Products, the Supplier shall ship to the location specified by the Buyer, at the Supplier's expense and risk of loss, the

replacement Products.

10. Limited Warranty

10.1. The Supplier represents and warrants to the Buyer that, on delivery:

- i. any Products purchased will be of the kind and quality designated in the Specifications and materially conform to the Specifications;
- ii. any Products purchased will be of good quality and free of defects of materials and workmanship;
- iii. Supplier will maintain an insurance coverage required or normally held by a business of its nature to conduct its business;
- iv. Supplier will maintain in good standing all permits, certifications and licenses required in connection with the performance of its obligations.

10.2. On products or components of products which the Supplier has acquired from third parties ("Third Party Products"), the Supplier may in its discretion (but is not obligated to) give the same warranty, under the same conditions, as received from the suppliers of those products, if permitted by the terms and conditions of such warranty. Supplier otherwise makes no representations or warranties with respect to any Third-Party Product, including any warranty of merchantability, fitness for a particular purpose, title, non-infringement of intellectual property rights, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

10.3. When the Supplier is manufacturing the Products according to Buyer Specifications and/or utilizing products or components of products as a result of Buyer's instruction, the Buyer represents and warrants that the components conform with all requirements of applicable law in the jurisdiction(s) in which the Products are manufactured or sold and/or will be used.

10.4. When the Supplier is manufacturing the Products according to Buyer Specifications, the Buyer represents and warrants that the Products will not infringe any third-party intellectual property rights.

11. Warranty Exclusions

11.1. For the avoidance of doubt, the disclaimer of warranty set forth herein expressly includes a disclaimer of any warranty arising from or relating to any of the following: the Buyer's act or omissions or those of third parties.

- i. damage to any Product caused by accident, neglect, misuse, abuse, unusual physical stress, catastrophe, negligence, improper storage or any other improper treatment, dust or particles that may contaminate the Products, exposure to UV light, excessive temperatures, heavy top loads, chemical vapors or other adverse environmental conditions during storage;
- ii. use of the Products other than as recommended by the Supplier and/or as provided in the Specifications;
- iii. damage to the Products caused by the Buyer or

the Buyer's product after delivery;

- iv. damage arising from the Buyer's production, assembly, automated or quality control process;
- v. the Buyer's negligence or willful misconduct, including, without limitation, the mishandling of the Products by any of the Buyer's personnel;
- vi. any defects, which are not apparent on delivery, appearing after six (6) months of the date of delivery to the Buyer of the Product; and
- vii. any other cause beyond Supplier's reasonable control.

12. Disclaimer of Warranties

12.1. FOR ALL BUYERS, EXCEPT WHEN LOCATED IN THE PROVINCE OF QUEBEC (CANADA): EXCEPT FOR THE LIMITED EXPRESS WARRANTY SET FORTH IN SECTION 10 HEREOF, ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT OTHER WARRANTY OF ANY KIND, IMPLIED OR STATUTORY. SUPPLIER, ITS AFFILIATES, SUCCESSORS, ASSIGNS, LICENSORS AND REPRESENTATIVES HEREBY SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND/OR ANY IMPLIED CONDITION OF SATISFACTORY QUALITY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

12.2. FOR BUYERS LOCATED IN THE PROVINCE OF QUEBEC (CANADA): EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL LEGAL WARRANTIES, INCLUDING THE WARRANTIES OF OWNERSHIP AND OF QUALITY SET FORTH IN ARTICLES 1716 OF THE CIVIL CODE OF QUEBEC, ARE EXCLUDED.

13. Recall of Products

13.1. If there is a recall of Products initiated voluntarily by the Supplier or by order of any court or government agency, the Buyer shall assist the Supplier in developing a recall strategy and shall work with the Supplier and all applicable government agencies in monitoring the recall operation and preparing reports that may be required in connection with the recall.

13.2. The Buyer and the Supplier shall notify each other promptly of said recall.

13.3. The Supplier shall be responsible solely for all costs and expenses relating to any recall provided that a court of competent jurisdiction determined clearly, by a final judgment, that the recall was directly and solely caused by the Supplier's acts or omission.

14. Intellectual Property

14.1. The Supplier shall retain all intellectual property rights,

including patent, trademark, copyright, trade dress, or other intellectual property rights in and to each Product.

14.2. The Supplier represents and warrants to the Buyer that the OTS Products will not infringe any intellectual property, including patent, trademark, copyright, trade dress, or other intellectual property rights of any third party, but only to the extent that the intellectual property to such OTS Products and materials is owned or licensed by the Supplier.

15. Retention of Title and Ownership

15.1. Title and risk of loss pass to Buyer upon delivery of the Products in accordance with Section 6.1. hereof. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Supplier a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

16. Indemnification

16.1. The Buyer shall indemnify, defend and hold the Supplier, its directors, officers, employees, agents, representatives, successors and assigns harmless from and against any and all claims, liabilities, damages, demands, actions, costs, and expenses arising from or related to: (i) the breach by the Buyer of any of its obligations under these T&Cs, any Order, or any other agreement with Supplier, (ii) Buyer's purchase, receipt, shipment, use, or resale of the Product(s); or (iii) any violation of applicable law by Buyer, including a failure by the Buyer to obtain all necessary corporate and/or government approvals, consents, permits or other authorizations necessary for the Buyer to perform its obligations.

17. Limitation of Liability

17.1. NOTWITHSTANDING ANY OTHER PROVISION OF THESE T&CS, SUPPLIER'S TOTAL LIABILITY TO THE BUYER, INCLUDING AS MAY ARISE FROM, RELATE TO, OR BE IN CONNECTION WITH THESE T&CS, ANY AND ALL ORDER(S), ORDER ACKNOWLEDGEMENT(S), PRODUCT(S) AND/OR INVENTORY, IRRESPECTIVE OF WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID BY THE BUYER TO THE SUPPLIER IN RESPECT OF THE PRODUCTS GIVING RISE TO THE APPLICABLE CLAIM, UP TO AND IN NO CASE EXCEEDING A MAXIMUM AGGREGATE LIABILITY ACROSS ALL CLAIMS OF US\$1,000,000.

17.2. IN ADDITION TO AND WITHOUT LIMITING

SECTION 17.1, SUPPLIER SHALL IN NO CASE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOSS, OR EXPENSES, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, IF SUCH DAMAGE, LOSS, OR EXPENSE COULD HAVE BEEN FORESEEN, AND/OR IF ANY OTHER REMEDY FAILS ITS ESSENTIAL PURPOSE. SUCH EXCLUDED DAMAGES, LOSSES, AND EXPENSES INCLUDE (WITHOUT LIMITATION):

- i. LOSS OF PROFITS.
- ii. LOSS OF SALES OR BUSINESS.
- iii. LOSS OF AGREEMENTS OR CONTRACTS.
- iv. LOSS OF ANTICIPATED SAVINGS. LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION.
- v. LOSS OF OR DAMAGE TO GOODWILL.

17.3. Nothing in these T&Cs or any Order limits the liability of either party for:

- i. death or personal injury caused by negligence;
- ii. fraud or fraudulent misrepresentation.

18. Termination

18.1. Without limiting its other rights or remedies, the Supplier shall be entitled to immediately stop supplying the Buyer and/or terminate an Order upon the occurrence of any of the following events: a material breach by the Buyer of any of its obligations, which breach is not cured within ten (10) days after written notice is received, provided that such breach is capable of being cured; material breach includes timely payment in accordance to these T&Cs; or

- (i) the Buyer takes any step or action in connection with its entering insolvency, bankruptcy, administration, provisional liquidation, or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step of action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.
- (ii) At the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (iii) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to these T&Cs is in jeopardy.

18.2. Upon termination of supplies, the Buyer shall purchase any Inventory.

18.3. Upon termination of supplies, all sums due and payable owed by the Buyer to the Supplier shall immediately become due and payable.

18.4 Any provision of these T&Cs that expressly or by implication is intended to come into or continue in

force on or after termination shall remain in full force and effect.

19. Confidentiality

- 19.1. The Buyer shall hold in strict confidence, and cause its respective officers, directors, employees, representatives, agents and professional advisors to hold in strict confidence, and shall not disclose to any other party, all Confidential Information (defined herein) disclosed to it by the Supplier and all Confidential Information disclosed to it by the Supplier relating to the Order and Order Acknowledgment.
- 19.2 The Buyer shall exert all reasonable efforts to prevent any publication or other disclosure of all Confidential Information received from the Supplier without the express written consent of Supplier unless required by law; provided that, the Buyer may disclose Confidential Information to those of its officers, directors, employees, representatives, agents and professional advisors who have a strict need to know of such for purposes of the Buyer's obligations, who are informed by the Buyer of the confidential nature of the Confidential Information and who are bound by obligations of confidentiality and limited use at least as stringent as those set forth herein.
- 19.3 Notwithstanding the foregoing, the Buyer shall not be in violation of this clause if the Buyer is compelled by law or court order to disclose the Confidential Information, provided that the Buyer gives prior written notice to the Supplier so that it may seek a protective order or other relief from disclosure and provided that the Buyer shall only disclose the information that the Supplier's counsel accepts it is legally required to disclose.
- 19.4 Confidential Information means any information of a confidential nature concerning the Supplier's or any of its affiliates products, services, processes, inventions (whether patentable or not), formulas, techniques or know-how, including, but not limited to, trade secrets, information relating to distribution systems and methods, customers, research, development, manufacturing, purchasing, accounting, engineering, marketing, merchandising and selling. The term Confidential Information shall not include information that is (i) already known by the Buyer prior to the time it is disclosed by the Supplier, as evidenced by pre-existing records, (ii) in the public domain at the time of disclosing of the information, as evidenced by pre-existing records, or (iii) that comes into the public domain through no acts or omissions of the Buyer.

20. Force Majeure

- 20.1. The Supplier shall not be deemed in default to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government or authorities, act of terrorism, pandemic, epidemic, or any other act or contingency that is beyond the reasonable control of the Supplier (a "Force Majeure Event").
- 20.2. In the event of such a Force Majeure Event, the time for performance or cure shall be extended equal to

the duration of the Force Majeure Event.

21. Right to Retention

- 21.1. The Supplier shall be entitled to retain items of the Buyer which the Supplier has in its possession until the Buyer has fulfilled its payment obligations, irrespective of whether the retained items are related to the payment obligations. The Supplier shall have the same right in the event of bankruptcy of the Buyer.

22. Assignment and other dealings

- 22.1. The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with all or any of its rights or obligations under these T&Cs or any Order.

23. Severability

- 23.1. If any provision of these T&Cs is held to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect any other provision of these T&Cs and all other provisions of these T&Cs shall continue in full force and effect. Such invalid or unenforceable provision shall be replaced with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable provision.

24. Choice of Law; Jurisdiction; Venue

- 24.1. Any claim arising out of or relating to the legal relationship between the Supplier and the Buyer shall be governed, enforced, and construed under the laws of the State or the Province where the Products are manufactured, without regard to conflicts of law principles. The applicability of the United Nations Convention for the international sale of goods is expressly excluded.
- 24.2. Any action or suit concerning, arising out of or relating to these T&Cs, any Order, and/or the legal relationship between the Supplier and the Buyer shall be brought exclusively in the judicial district of the State or Province where the Products are manufactured, and Supplier and Buyer hereby consent to the exclusive jurisdiction of said court(s). When applicable, each of the Parties hereto waives, to the fullest extent permitted by applicable law, any right to trial by jury in any suit or proceeding arising out of or relating to these T&Cs.

25. Notices

- 25.1. Any notice given by a party under or in connection with these T&Cs shall be in writing and shall be:
- Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - Sent by email to the following address:
 - Supplier: legal@iplglobal.com
 - Buyer: The email address given in the Order.
- 25.2. Any notice shall be deemed to have been received:

- i. If delivered by hand, at the time the notice is left at the proper address;
- ii. If sent by pre-paid first-class post or other next working day delivery service, at 9am on the second Business Day after posting; or
- iii. If sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

25.3. This clause does not apply to the service of any proceedings or other documents in any legal action, or, where applicable, any arbitration or other method of dispute resolution.

26. Survival.

26.1 The following Sections of these T&Cs survive termination: 2.3, 3.2, 3.3., 3.5, 5, 6, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, and 26.