



TERMS & CONDITIONS OF SALE

The sale of all goods and services by Conquest Equipment Corporation ("Conquest") will be subject to the following terms and conditions (these "Terms and Conditions"). The Buyer's acceptance of any quotation, proposal, or offer made by Conquest for the sale of its goods and services (collectively, the "Order") is expressly made subject to these Terms and Conditions, and these are the only terms and conditions governing the sale of goods ("Goods") and services ("Services") described in the Order. The Order, these Terms and Conditions, and any warranties, disclaimers, limitations, and conditions in respect of Third Party Products (as herein defined), if any, comprise the entire agreement between the parties ("this Agreement"), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written and oral. None of the Terms and Conditions may be added to, modified, superseded, or otherwise altered except as revised in writing by Conquest. These Terms prevail over any and all of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms, unless Conquest expressly agrees to the contrary. Without limitation, fulfillment of Buyer's Order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

1. PRICE

Except as otherwise provided in these Terms and Conditions, Prices quoted by Conquest will remain firm for a period of 30 days from the date of a quotation. Nevertheless, Conquest reserves the right, at any time before receiving the acceptance of a quotation by the Buyer, to adjust prices by providing written notice to the Buyer regarding that adjustment. Quotations provided are priced based on the Buyer's purchase of the entire scope of goods and services identified in a quotation. If less than the entire scope of items identified in a quotation are ordered by the Buyer, prices may vary. Unless otherwise stated in a quotation, prices are based on supply only and do not include installation, commissioning, supervision and/or start-up services. The Buyer will pay Conquest to the extent of Services provided or for the quantity of Goods shipped if Conquest is unable for any reason to provide and/or ship the entire scope of items identified in the Order. Prices quoted by Conquest are exclusive of all local permits and taxes (except taxes levied on Conquest's income and payroll) including federal, state, provincial and local use, sales, property or similar taxes, and the Buyer will pay for any such permits and/or taxes or provide evidence of exemption.

2. SCOPE OF GOODS AND SERVICES

The Goods and Services provided by Conquest pursuant to the Order are limited exclusively to the Goods and Services expressly identified in the Order. As a result, Conquest does not assume responsibility and/or liability for the failure to provide any other goods or services. Modifications, additions or deletions to or from the scope described in the Order will only be effective only if evidenced in writing signed by Conquest. The sale of goods and services affected by such modification, addition or deletion will be subject to these Terms and Conditions. All sales of Goods and Services are final.

3. CREDIT AND PAYMENT TERMS

Credit accounts will be opened only with firms or individuals approved by Conquest's Credit Department. Unless otherwise provided, in any case where delivery is made on credit, the Buyer will have 30 days from the date of the invoice in which to make payment for the Order. Conquest reserves the right at any time upon notice to the Buyer, to alter or suspend credit or to change the credit terms. In addition, Conquest may at any time, with or without notice to the Buyer, at its option, suspend work and shipment of the Order if, in Conquest's sole opinion, the financial condition of the Buyer so warrants. In such cases, in addition to any other remedies herein or provided by law, cash payment or satisfactory security from Buyer may be required by Conquest before credit is restored or Conquest continues performance. If Buyer fails to make payment or fails to furnish security satisfactory to Conquest, then Conquest will also have the right to enforce payment of the full Order price of the work completed and in process. Upon default by the Buyer in payment when due, the Buyer will pay immediately to Conquest the entire unpaid amounts for all shipments made to the Buyer irrespective of the terms of those shipments and whether those shipments are made pursuant to this contract or any other contract of sale between Conquest and the Buyer, and Conquest may withhold all subsequent shipments until the full account is settled. Acceptance by Conquest of less than full payment will not be a waiver of any of its rights hereunder. Interest will accrue at the annual rate of 24% per annum to be compounded monthly on the balance due. In the event of default by the Buyer, the Buyer will pay all collection costs and indemnify Conquest for all legal and other expenses relating to the default.

4. CANCELLATION

The Buyer may cancel or modify a shipment of any part of an Order only upon Conquest receiving seven days written notice prior to the cancellation or modification and upon payment to Conquest of reasonable and proper cancellation or modification charges based upon expenses already incurred and commitments made by Conquest, including any labour done, material purchased and also including Conquest's usual overhead

and reasonable profit and cancellation charges from Conquest's suppliers.

5. NON-CONFORMING GOODS

- (a) Buyer shall inspect the Goods within seven (7) days after receipt (the "Inspection Period"). Buyer shall be deemed to have accepted the Goods unless it notifies Conquest in writing of any Non-Conforming Goods during the Inspection Period and furnishes such written evidence or other documentation as Conquest may require. In this context "**Non-Conforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- (b) If Buyer timely notifies Conquest of any Non-Conforming Goods, Conquest shall, in its sole discretion, (i) replace such Non-Conforming Goods with conforming Goods, or (ii) credit or refund the Price for such Non-conforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Non-Conforming Goods to Conquest's facility located at Winnipeg, Manitoba. If Conquest exercises its option to replace Non-Conforming Goods, Conquest shall, after receiving Buyer's shipment of Non-Conforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- (c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Non-Conforming Goods. Except as provided under Section 5(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Conquest.

6. RETURN OF GOODS

No credit or refund will be permitted for goods returned unless Buyer has obtained Conquest's prior written consent, which Conquest may withhold for any reason. If accepted by Conquest, returned goods may be subject to a handling or restocking charge.

7. DELIVERY TERMS AND DELAYS

Unless otherwise identified in the Order, all goods are shipped from Conquest's facility, warehouse or dock. All risk of loss with respect to any goods shipped will pass to the Buyer when such goods are deemed to have been delivered to the Buyer at that facility, warehouse or dock. Title to goods will transfer to the Buyer upon Conquest's receipt of payment in full for all Goods and Services provided pursuant to the Order.

- (a) **Delivery.** All dates for the shipment and/or delivery of goods and/or for the provision of Goods and Services are approximate. In the event of any delay, regardless of the cause, the parties will agree upon a new date for the shipment and/or delivery of goods and/or commencement, performance or completion of Goods and Services. In the event of any delay caused by the Buyer, the Buyer will pay Conquest for all costs and expenses incurred by Conquest related to such delay. Conquest will have the right to ship all the goods at one time or in portions from time to time within the shipment. This contract will be deemed separable as to the goods sold and service provided. The Buyer may not refuse to accept any lot or portion of the goods shipped hereunder on the grounds that there has been a failure to ship any other lot or that goods in any other lot were nonconforming. Any such default by Conquest will not substantially impair the value of this contract as a whole and will not constitute a breach of the contract as a whole. The goods will be deemed tendered to the Buyer when they have been deposited with the carrier.
- (b) **Freight Charges.** Freight charges contained in a quotation are an estimate. Conquest is not responsible for any differences that may occur between freight estimates contained in the Order and the actual freight charges applicable at the time of shipment and the Buyer will incur and be responsible for all such costs.
- (c) **Packaging.** Unless otherwise identified in a quotation, quoted prices do not include the cost for export or special packaging of goods. The Buyer will assume and be responsible for the extra costs associated with export and/or special packaging.
- (d) **Cost of Goods.** Unless otherwise stated in a quotation, the Buyer will pay all cost increases Conquest is assessed for materials incorporated into the Goods and Services prior to delivery, including steel, copper, and fuel surcharges, to the extent such increases occur subsequent to the issuance of the Order and exceed ten percent 10% of the estimated costs.
- (e) **Site Condition.** The Buyer warrants that the site where goods are to be delivered and/or installed and/or where Goods and Services are to be performed will be ready and adequate for Conquest's delivery and/or installation of the Goods and/or performance of the Services. The Buyer's obligations in this regard include the removal of all obstructions and institution of adequate safety measures to protect Conquest's property, employees, agents and contractors. The Buyer will be responsible for all costs and expenses associated with Conquest's delay and/or inability to deliver and/or install any goods and/or perform any Services related to the Buyer's failure to comply with this provision.



Conquest in no way warrants the sufficiency of the site for the Goods and Services referenced in the Order.

8. SECURITY INTEREST

As collateral security for the payment of the purchase price of the Goods and the performance in full of all the Buyer's obligations to Conquest under this Agreement, the Buyer hereby grants Conquest a security interest in the Goods, 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 Buyer authorizes Conquest to file financing statements and other similar documents required to perfect the security interest granted herein and irrevocably grants Conquest a power of attorney to execute such documents on behalf of the Buyer. The Buyer hereby warrants and acknowledges that:

- (a) the Buyer and Conquest intend this security interest to attach upon the execution of this agreement; and
- (b) value has been given; and
- (c) the Buyer has rights in the Collateral.

9. WARRANTIES

- (a) Unless the Quotation stipulates otherwise, Conquest warrants to Buyer that, for a period of twelve (12) months from the date of delivery (the "**Warranty Period**"), the Goods will materially conform to the specifications set out in Conquest's published specifications in effect as of the date of sale and will be free from material defects in material and workmanship.
- (b) Conquest warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- (c) **EXCEPT FOR THE WARRANTIES SET OUT SECTIONS 9(a) AND 9(b), CONQUEST MAKES NO CONDITION OR WARRANTY WHATSOEVER RESPECTING THE GOODS OR SERVICES, INCLUDING ANY (a) CONDITION OR WARRANTY OF MERCHANTABILITY; OR (b) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) CONDITION OR WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**
- (d) Products manufactured by third parties ("**Third Party Products**") may constitute, contain, be contained in, be incorporated into, be attached to, or be packaged together with, the Goods, or be supplied separately. Third Party Products are not covered by the warranty in Section 9(a), which warranty applies only to products manufactured by Conquest or incorporated by Conquest as an Original Equipment Manufacturer (an "**OEM**") into a product system. Third Party Products are warranted, if at all, only by their manufacturers. For further clarity, **CONQUEST MAKES NO REPRESENTATIONS, CONDITIONS, OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT INCLUDING ANY (a) CONDITION OR WARRANTY OF MERCHANTABILITY; (b) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) CONDITION OR WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.** It is a condition of all dealings between Buyer and Conquest that Buyer acknowledges and accepts any and all limitations, warnings, disclaimers, and waivers applicable to Third Party Products, whether or not such limitations, warnings, disclaimers, and waivers are attached to these terms and conditions.
- (e) Conquest shall not be liable for a breach of the warranties set out in Section 9(a) or 9(b) unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Conquest within the Warranty Period; (ii) if applicable, Conquest is given a reasonable opportunity after receiving notice of the alleged breach of warranty to examine such Goods and Buyer (if requested to do so by Conquest) returns such Goods to Conquest's place of business at Conquest's cost for the Goods to be examined there; and (iii) Conquest reasonably verifies Buyer's claim that the Goods or Services are defective.
- (f) Conquest shall not be liable for a breach of the warranty set out in Section 9(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Conquest's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without Conquest's prior written consent.

- (g) Subject to the foregoing, with respect to Goods subject to a claim under the warranty during the Warranty Period, Conquest shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Conquest so requests, Buyer shall, at Conquest's expense, return such Goods to Conquest.
- (h) Subject to the foregoing, with respect to any Services subject to a claim under the warranty during the Warranty Period, Conquest shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.
- (i) **THE REMEDIES SET OUT IN THIS SECTION 9 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND CONQUEST'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET OUT IN SECTIONS 9(a) AND 9(b), RESPECTIVELY.**
- (j) Conquest does not warrant against damages due to corrosion, abrasion, normal wear and tear, product modification, or product misapplication.
- (k) **Selection and sizing of the Goods and Services described in the Order have been based on the data supplied to Conquest by Buyer, with the understanding that the Goods & Services will be used in the manner recommended. Any variation in use from Conquest's recommendations (unless accepted in writing by Conquest), will void Conquest's standard warranty and/or performance guarantee.**

10. DISCLAIMER

- (a) Conquest is a supplier of industrial air filtration products for applications which may include processes or materials with inherent fire and explosion hazards. Conquest is neither an expert nor a certified consultant in fire, spark and/or explosion detection or suppression control. Conquest does not provide engineering consulting services related to process or dust hazard analyses, or code and standard compliance. Complying with applicable codes and standards and managing the risks associated with the process or materials remains the responsibility of the process owner/operator.
- (b) Conquest may provide referrals to suppliers of equipment or services related to the detection and/or mitigation of sparks, fires and/or explosions, but Conquest does not assume responsibility for any such referrals, nor does Conquest assume any liability for the fitness of a mitigation strategy or product for a particular installation or application. The process owner's final selection of dust collection and risk mitigation strategies should be based on the outcome of a Dust Hazard / Process Hazard Analysis performed by the process owner. Although early engagement of a dust collector supplier provides helpful insight on the availability and features of various products, process owners should consult with a combustible dust expert and/or a process safety expert before making actual product and mitigation strategy selections.
- (c) Conquest recommends that all industrial air filtration system designs be reviewed and approved by an expert consultant who is responsible for the integrity of the system design and compliance with locally accepted codes. Conquest also recommends that proper maintenance procedures and work practices be followed to maintain industrial air filtration products in safe operating condition.

11. LIMITATION OF DAMAGES

- (a) **IN NO EVENT SHALL CONQUEST BE LIABLE TO BUYER OR THE END USER OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- (b) **IN NO EVENT SHALL CONQUEST'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF ALL AMOUNTS PAID TO CONQUEST FOR THE GOODS AND SERVICES REFERRED TO IN THE ORDER OR THE AGGREGATE CONTRACT PRICE, WHICHEVER IS LESS.**

12. CONFIDENTIALITY

Conquest may disclose to the Buyer certain non-public, confidential, or proprietary information relating to Conquest's business, including drawings, diagrams, specifications, technical data, patterns, marketing, customer lists, pricing, discounts, rebates, reference lists, planning, and other information disclosed by Conquest to Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" or which the Buyer should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("**Confidential Information**") is confidential, solely for the use in connection with the Order, and may not be disclosed or copied unless authorized in advance in writing by Conquest. The



Buyer agrees that it will not disclose Conquest's Confidential Information except (a) to the employees, contractors, advisors or agents of the Buyer to the extent that they need to know that Confidential Information for the purpose of performing the Buyer's obligations under this Agreement or performing their obligations to the Buyer and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 10; or (b) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Buyer will promptly notify Conquest of such obligation and proposed disclosure. At Conquest's request, Buyer shall promptly return all documents and other materials received from Conquest. Conquest shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party

13. INDEMNIFICATION

Conquest will not be liable for and the Buyer will release, indemnify and hold Conquest, its directors, officers, shareholders, successor, assigns, or any entity affiliated in any way therewith, harmless from any claims, demands, damages (regardless of their type, direct, consequential, incidental, punitive or special), accounts, grievances, losses and expenses, whether known or unknown, present or future, all liability, of and from any and all manner of actions, cause(s) of action, including suits for contribution and/or indemnity and all suits in law, in equity, or under statute, of whatever kind or nature, on account of or in any way arising out of acts or omissions of the Buyer, its agents, contractors, employees or any person under their control and relating in any way to the Goods and Services provided under the Order or the equipment related thereto, including the Buyer's use, installation, incorporation or selection thereof.

14. APPROVAL DRAWINGS

Approval drawings, if provided to the Buyer by Conquest and either signed by a representative of the Buyer with apparent authority to do so or not objected to by the Buyer in writing, in either event within 30 days after Conquest provides the drawings for approval, will constitute exclusive proof regarding the Buyer's verification and acceptance of the dimensions and other information described therein and Conquest will be entitled to rely on such approval drawings to develop the Order and provide the Goods and/or Services referenced in it. The Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. To the extent that the Buyer provides the design for any goods or services to be performed by Conquest, the Buyer will indemnify, defend, and hold harmless Conquest against all claims, suits, and causes of action and from all costs, expenses, damages and liabilities (including legal and consulting fees) for actual or alleged infringement of any United States or foreign patent, copyright, trademark, intellectual property rights, or proprietary rights of third parties by reason of the use, sale, manufacture, or design of goods and/or services covered by these terms and conditions. In this context it is understood that delay in the approval process may result in price increases.

15. ASSIGNMENT

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without Conquest's prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

16. RELATIONSHIP OF PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. NO THIRD PARTY BENEFICIARIES

his Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

18. FORCE MAJEURE

Conquest shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond Conquest's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

19. SEVERABILITY

If any covenant or other provision of this Agreement is found to be invalid, illegal or incapable of enforcement by reason of any rule of law or public policy, such covenant or other provision will be severed; all other conditions and provisions of this Agreement will nevertheless remain in full force and effect and no covenant or provision unless so expressed in this Agreement will be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

20. GOVERNING LAW; JURISDICTION

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of Manitoba without giving effect to any choice or conflict of law provision or rule that would cause the laws of any jurisdiction other than those of Manitoba to apply. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The parties hereby attorn to the exclusive jurisdiction of the Manitoba Courts for any legal suit, action, litigation, or proceeding of any kind in any way arising out of, from, or relating to this Agreement. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

21. WAIVER

No provisions of this Agreement will be deemed waived and no breach excused unless the waiver or consent is in writing and signed by the party granting the waiver or consent. A waiver of a provision or a consent to a breach of this Agreement will not constitute a waiver of, consent to or, excuse for any other breach of that or any other provision.

22. WAIVER OF SUBROGATION

The Buyer further agrees to waive all rights of subrogation that would otherwise be available to its insurers, regardless of the theory of recovery, relating in any way to the design, testing, manufacture, sale or installation of any goods, any components, or any related services.

23. ARBITRATION

If a dispute relating to this Agreement arises between the parties, the parties agree to use the following procedure before any party pursues other remedies:

- (a) A meeting of the parties will be held promptly, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- (b) If, within seven days after such meeting or such further period as is agreeable to the parties, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation.
- (c) The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the ADR Institute of Manitoba if they have been unable to agree upon the appointment within 20 days from the conclusion of the negotiation period.
- (d) The parties agree to participate in good faith in the mediation and related negotiations for a period of 30 days. If the parties are not successful in resolving the dispute through the mediation, then the parties agree that the dispute will be settled by arbitration in accordance with *The Arbitration Act* of Manitoba. The decision of the arbitrator will be final and not be subject to appeal except as may be permitted specifically in accordance with *The Arbitration Act* of Manitoba.
- (e) Unless the arbitrator determines otherwise, (i) the costs of mediation and/or arbitration will be shared equally by the parties; and (ii) "costs" . "Costs" will not include costs incurred by a party for representation by a lawyer.
- (f) Unless the parties otherwise agree, the rules of the ADR Institute of Manitoba will apply

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and will not be changed or discharged except in writing. Any purchase order or other document issued by the Buyer will be deemed to (i) be solely for the record keeping convenience of the Buyer, and (ii) confirm these Terms and Conditions and not add to, delete from, or otherwise change or modify these Terms and Conditions or those contained in the Order.

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