

TERMS AND CONDITIONS OF SALE AND DELIVERY

SCOPE OF APPLICATION

The following General Terms and Conditions of Business (GT&Cs) for the sale and delivery of Goods shall apply to business-to-business sales only between HAHN Plastics (North America) Ltd., a corporation incorporated pursuant to the laws of the Province of British Columbia and having its principal place of business in the City of Waterloo, Province of Ontario ("**the Supplier**") and a business customer named in the Supplier's Order confirmation ("**the Customer**") and both "**the parties**".

In these GT&Cs, the following definitions shall apply:

"Business Day" means a day other than a Saturday, Sunday or public holiday in Ontario, Canada, when banks in Waterloo are open for business.

"Contract" means the contract between the Supplier and the Customer for the sale and purchase of Goods in accordance with these GT&Cs, comprising the Customer's Order and the Supplier's written acceptance thereof or the Supplier's fixed written quote and the Customer's written acceptance thereof, as applicable, and these GT&Cs.

"Force Majeure Event" means any event outside a party's reasonable control including, but not limited to acts of God, war, flood, fire, pandemic or epidemic, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental or regulatory actions (including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent), resulting in the non-performance of the Contract by the Supplier or its subcontractors, and/or the interruption or failure of utility service or any other similar events.

"Goods" means the goods (or any part of them) supplied by the Supplier to the Customer in accordance with a Contract.

"Intellectual Property Rights" means all of the Supplier's intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include but are not limited to copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs).

"Order" means the Customer's order for Goods, as set out in the Customer's written acceptance of the Supplier's quote or in correspondence between the parties, or as confirmed in the Supplier's written confirmation of the Customer's order, as the case may be.

1. GENERAL

1.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these GT&Cs. An Order shall only be deemed accepted and become binding on the Supplier when the Supplier issues written confirmation of the Customer's Order at which point the Contract shall come into existence. Any amendment or variation of the Contract must be in writing and agreed between the parties. A quotation for the Goods provided by the Supplier shall not constitute a Contract and shall be subject to change without notice.

1.2 These GT&Cs shall apply to each Contract between the parties for the sale and delivery of Goods to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Customer's terms and conditions of business shall not apply to any such Contract, unless expressly accepted by the Supplier in writing.

1.3 The Customer shall be responsible for checking and satisfying itself as to the completeness, accuracy and timely submission of any Order for Goods or of the execution documents to be obtained or drawn up by the Customer.

1.4 Where the Customer makes an Order for the production of a high quantity of Goods and the Supplier acts

on that request by reserving production capacities for the manufacture of such Goods, and subsequent to such reservation the Customer advises that such quantity of Goods is no longer required or the ability of the Supplier to start manufacturing the Goods is delayed for reasons attributable to the Customer, the Customer shall be liable for all losses incurred as a result by the Supplier.

1.5 The Supplier shall not be liable for or bound by evident printing errors including (but not limited to) any evident errors in pricing or in any specification for the Goods.

1.6 If any individual provision or part-provision of these GT&Cs is or becomes invalid, illegal or unenforceable, the parties' agree it shall be deemed deleted, but that shall not affect validity and enforceability of the remaining terms of these GT&Cs.

2. PRICES

2.1 Unless otherwise specifically agreed between the parties, all prices shall be ex works with all stated prices (where applicable) being exclusive of freight charges and other transportation costs (where applicable and including insurance costs), customs duties, import levies, incidental levies, packaging and pallet costs, labour costs and HST (or all other applicable taxes) (at the statutory rate) and other similar expenses which will be invoiced to the Customer and payable in addition to the costs of the Goods as outlined in the Contract.

2.2 The Supplier's prices are calculated based on the pricing conditions that apply at the time of entering into the Contract. If the cost of supplying the Goods (including without limitation in relation to materials, labour, other manufacturing costs or any other factor which is beyond the Supplier's control) materially changes between the entering into of the Contract and the actual delivery date, the Supplier may (by giving notice to the Customer) increase the price of the Goods to reflect any increase in the costs of the Goods. Where the cost of supplying the Goods increases by 20% or more of the total price of the Goods, either party may terminate the Contract where an agreement on price cannot be achieved between the parties.

2.3 Where the Supplier has agreed to carry out the installation or assembly of the Goods at the Customer's request, the Customer shall pay an additional fee for these services to be agreed between the parties which will be inclusive of all expenses incurred by the Supplier in providing the services (including but not limited to travel expenses, cost of transportation of tools and personal luggage, and other ancillary costs).

2.4 The Supplier shall not be bound by any previous stated prices, previous quotes or previous Contracts provided to a Customer where a new or follow-up Contract is entered into with the Customer.

3. DELIVERY AND ACCEPTANCE

3.1 The Supplier shall arrange for the delivery of the Goods to the Customer at the Customer's designated place of delivery, all at the Customer's cost and expense. For certainty, the Supplier will not install or assemble the Goods upon delivery. Rather, the Supplier's sole obligation is to deliver the Goods to the Customer at its delivery dock, or at the edge of the premises. In certain circumstances, the Customer may collect the Goods at the Supplier's designated place of delivery. In said circumstances, the collection of the Goods by the Customer shall take place within 3 Business Days of the Supplier notifying the Customer that the Goods are ready to be collected. Delivery is completed once the Goods are delivered to the Supplier's designated place of delivery and the Customer agrees that it shall be solely responsible for and shall assume all risks associated with the loading of the Goods on to the Customer's preferred method of transport regardless of whether said transport is loaded at the Supplier's premises or other designated place of delivery.

3.2 Unless otherwise agreed, any dates provided for delivery are approximate only and time of delivery is not of the essence. Where a delivery period is agreed between the parties, such delivery period shall start to run when the Supplier notifies the Customer that each of the following has been received from the Customer: (i) all documents and information necessary to fulfil the Contract, (ii) where applicable, any upfront payment set out in the Contract; or (iii) the timely delivery of any material to be supplied by the Customer to the Supplier. Unless otherwise agreed, a time period for delivery shall mean the time to the Goods being made available for collection or shipment at the Supplier's nominated place of delivery.

3.3 If the Supplier fails to deliver the Goods after a reasonable time following the approximate delivery date as specified in the Contract, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Goods of similar description and quality in the cheapest market available, less the price of the non-delivered Goods. The Supplier shall have no liability for any failure to deliver the Goods that is caused by a Force Majeure Event or the Customer's gross negligence or wrongful intent, failure to provide the

Supplier with adequate instructions that are relevant to the supply of the Goods or has defaulted on accepting receipt of the Good.

3.4 If at any time the Supplier becomes aware or reasonably suspects that the Customer is insolvent, suspends or ceases trading or its financial position is such that it may be incapable to adequately fulfil its obligations under the Contract, the Supplier shall be entitled to amend the payment terms set out in this clause III, including (without limitation) by requesting payment on demand prior to completing any further production in respect of a Contract or by requesting payment concurrently with delivery of the Goods. The Supplier reserves the right to delay delivery until any upfront payment requested (including without limit under clause 7.2) is paid by the Customer.

3.5 The Supplier may deliver the Goods by instalments, each of which such instalment shall be invoiced and paid for separately. Any delay in delivery or defect in one or more instalment(s) shall not entitle the Customer to cancel any other instalment. Provided the Supplier delivers up to and including 5% more or less of the total quantity of Goods ordered, the Customer may not reject them.

3.6 Where the Supplier and Customer agree to a call-off arrangement where the term, manufacturing batch sizes or other such particulars have not been agreed upon in advance, the Supplier may no later than 3 months after entering into the Contract with the Customer request that such particulars be provided. If the Customer fails to provide such particulars within three weeks of such demand, the Supplier shall be entitled (at its option and following a two-week grace period) to immediately terminate the contract and/or to claim damages from the Customer.

3.7 If the Customer fails to take actual delivery of the Goods within 10 Business Days of the Supplier notifying the Customer that the Goods are ready for delivery, then, except where such failure or delay is caused by a Force Majeure Event, the Supplier (without prejudice to its other rights under the Contract, these GT&Cs or at law) may resell or otherwise dispose of part of all of the Goods and, after deducting its reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods and/or charge the Customer for any shortfall below the price of the Goods.

3.8 The Supplier shall be entitled to use raw materials or other materials that deviate from those set out in the Contract and any sample provided to the Customer insofar as the replacement materials are not of material difference in terms of usability to those set out in the Contract. In particular, the Customer acknowledges that due to the nature of the material, the colour or surface finish of the Goods may vary.

3.9 All packaging materials made available by the Supplier to the Customer shall be returned to the Supplier at the Supplier's nominated place of delivery if possible, otherwise the Customer shall make any such packaging available for collection by the Supplier at such times as the Supplier shall reasonably request. The expenses of collection of packaging materials by the Supplier shall be borne by the Supplier.

3.10 The Customer may only return non-defective Goods to the Supplier with the Supplier's consent. Where the Supplier consents to a return of non-defective Goods, the Supplier shall be permitted to charge a minimum restocking fee to the Customer of either 10% of the then present net value of the Goods or \$85.00 (whichever is higher).

4. PACKAGING, SHIPMENT AND RISK

4.1 Where the parties agree that the Supplier will arrange delivery on behalf of the Customer to the Customer's premises or preferred place of delivery, (unless otherwise agreed between the parties) the packaging of Goods, the method of shipment and the route of shipment shall be at the sole discretion of the Supplier. The Customer shall be responsible for all expenses and costs of the delivery.

4.2 Where the Supplier is arranging delivery for the Customer, the risk in the Goods shall pass to the Customer immediately upon the Goods being delivered to the Customer. Where the Customer arranges for delivery of the Goods, then the risk in the Goods shall pass to the Customer immediately upon the completion of the Goods being loaded onto the Customer's transport vehicle at the Supplier's premises, regardless of whether the Customer has arranged to pick up the Goods itself or for a third party to pick up and transport the Goods from

the Supplier to the Customer even if the dispatch of the delivery from the Supplier's premises is delayed due to a fault on the part of the Customer. Further, where such a delay occurs, the Customer shall be obliged to bear all costs of storage, damage or loss of the Goods.

4.3 Where it is agreed that the Supplier shall deliver the Goods to the Customer's premises or preferred place of delivery, this shall be subject to suitable access roads and to unloading by the Customer without delay; otherwise, the Customer shall be liable for any costs arising as a result of such delay, including but not limited to loss of opportunity, and any delay in delivery to other customers of the Supplier.

5. TITLE OF GOODS

5.1 Notwithstanding anything else contained in these GT&Cs, title to the Goods shall remain with the Supplier until the earlier of (i) all outstanding payments of the Customer (including under the Contract and any other Contracts) are paid in full in immediately available funds received from the Customer or (ii) the Customer resells the Goods in the ordinary course of its business, in which case title to the Goods shall pass to the Customer in accordance with clause 5.3. For certainty, for Customers who intend to use the Goods themselves shall be subject to the restrictions contained in clause 5.2 below. However, for Customers whose ordinary course of business is to purchase goods, including the Goods, and resell to an end-user consumer, then Supplier acknowledges that the resale of such Goods, may occur before payments have been received in full by the Supplier. In such cases, title to the Goods shall pass to the Customer in accordance with clause 5.3 below.

5.2 Until title to the Goods has passed to the Customer, the Customer shall, provided the Goods have been delivered to the Customer: (i) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property, (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, (iii) maintain the Goods in satisfactory condition, safe against theft, loss or damage, and keep them insured against all risks for their full price from the date of delivery, (iv) notify the Supplier immediately if the Customer is or becomes insolvent, suspends or ceases trading or where its financial position is such that it may be incapable to adequately fulfil its obligations under the Contract or any similar circumstances occur, (v) give the Supplier such information relating to the Goods as the Supplier may require from time to time; and (vi) allow the Supplier to enter any premises of the Customer or any third party where the Goods are stored at any time to repossess them.

5.3 The Customer may resell or use the Goods in the ordinary course of business (but not otherwise) before title has passed to the Supplier and before the Supplier receives payment. However, if the Customer resells or uses the Goods before such time, (i) it does so as principal and not as agent; and (ii) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale or use by the Customer occurs. The Customer shall not be entitled to make any other dispositions in respect of the Goods under retention of title (including but not limited to mortgaging, pledging or using the Goods as security). Where the Customer becomes subject to any of the circumstances set out at clause 5.2(iv) then, without limiting any other right or remedy, the Supplier may have the Customer's right to resell or use the Goods in the ordinary course of business cease immediately. Notwithstanding any term or condition in this clause 5.3, in the event the Customer resells or uses the Goods in its ordinary course of business, it is still obligated and required to make all payments due to the Supplier for the Goods in accordance with the terms of the Contract, and these GT&Cs.

5.4 Any pledging of the Goods by the Customer or seizure of the Goods by a third party from the Customer while the Supplier retains title to same shall be reported to the Supplier without delay. Any costs or losses incurred by the Supplier resulting from such action shall be chargeable to the Customer, unless the costs are paid by a third party.

5.5 The Supplier may at any time prior to the title of the Goods transferring to the Customer: (i) require the Customer to deliver up all Goods in its possession that have not been resold, (ii) if the Customer fails to deliver the Goods to the Supplier promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

6. QUALITY OF GOODS

6.1 Subject to this section 6, and subject to the Warranty For hanit[®] Recycled Plastic Products, the Supplier

warrants that on delivery and for the Warranty Period, the Goods shall: (i) conform in all material respects with their description and any applicable specification or samples approved by the Customer, (ii) be free from material defects in design, material and workmanship, (iii) be of satisfactory quality; and (iv) be fit for any purpose held out by the Supplier.

6.2 The Warranty Period will be 20 years from the date of delivery save that:

(a) for reinforced posts the Warranty Period will be 5 years from the date of delivery;

(b) for custom-made products, industrial profiles, finished parts and systems, second quality and remaining stock sales reinforced posts the Warranty Period will be 12 months from the date of delivery; and

(c) where the Goods are not manufactured by the Supplier, the Supplier warrants that the Goods shall comply with the warranty at clause 6.1 at the date of delivery only. Where the Goods are not manufactured by the Supplier, the Supplier shall use reasonable endeavours to pass on to the Customer any warranty it receives for the Goods from the manufacturer.

6.3 Upon receipt of the delivery of the Goods, the Customer shall, without delay, inspect the Goods and immediately (and in any event within the Warranty Period outlined in clause 6.2) report to the Supplier in writing if any of the Goods do not comply with the warranty set out at clause 6.1 and shall provide such details of its order and photographic evidence as the Supplier may require.

6.4 Upon receipt of notice from the Customer during the Warranty Period that the Goods, or some of the Goods, do not comply with the warranty set out at clause 6.1, the Supplier shall be given a reasonable opportunity of examining such Goods and may request the return of the Goods by the Customer to the Supplier's place of business at the Customer's cost (to be reimbursed if on inspection the Goods do not conform with the warranty set out at clause 6.1). The Supplier shall, at its option, repair or replace any defective Goods, or refund the price of any defective Goods in full. For the avoidance of doubt, the Supplier will not be required to reimburse costs of transport, installation, re-installation or any consequential damage, disassembly, or other costs, regardless of whether the Goods are found to be defective.

6.5 The Supplier shall not be liable for any breach of warranty where the Goods are not fit for the specific purpose required by the Customer unless the Customer has notified the Supplier of that specific purpose prior to the completion of the Contract and/or the delivery of the Goods and the Supplier provides an express warranty in writing relating to that specific purpose.

6.6 The Customer acknowledges and accepts that due to the nature of the material used to manufacture the Goods, there may be minor fluctuations in the aesthetic appearance and quality of the Goods (including but not limited to the colour or surface finish) which may deviate from any specification or sample provided by the Supplier. The Customer accepts that the Supplier has no control over such qualities and that the Supplier will not be liable for them as if they were a defect where the Goods delivered are fit for their intended use. Any agreement on the specified colour of any Goods will therefore be based on the general colour of the Goods, taking into account the minor fluctuations in colour which may occur.

6.7 Notwithstanding clause 6.1, the Customer acknowledges and accepts that (and the Supplier shall not have any liability in relation to):

(a) where Goods are used outdoors and are exposed to certain weather and other conditions for a prolonged period, the colour and the surface quality (but not the use) of the Goods may alter. The Supplier does not provide any guarantee to the Customer in respect of colour fastness; and

(b) where the Goods are exposed to heat or cold temperatures, the size of the Goods may fluctuate by +/- 1.5% which should be borne in mind by the Customer when installing the Goods.

6.8 The Supplier shall not be liable to comply with the warranty set out at clause 6.1 if the defect arises due to:

(i) improper handling or installation of the Goods by the Customer or a third party or handling of the Goods that is contrary to any oral or written instructions provided by the Supplier to the Customer or contrary to good trade practice, (ii) where the Customer (or a third party) has taken steps to fix any defect without the Supplier's consent or continues to use the Goods after having become aware of the defect; (iii) reasonable wear and tear, wilful damage, negligence, abnormal storage or working conditions, (iv) the Supplier following any drawing, design or specification supplied by the Customer; (v) the Customer altering or repairing the Goods without the consent of the Supplier; (vi) the Goods differing from their specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or (vii) damage or destruction (whether intentional or unintentional) caused by the actions of the Customer or a third party.

6.9 In the event of any inconsistency between this clause 6, any term or condition in these GT&Cs and the Warranty For hanit[®] Recycled Plastic Products, the terms of these GT&Cs shall prevail.

7. TERMS OF PAYMENT

7.1 Unless otherwise agreed all payments and expenses shall be made by the Customer in full and in immediately available funds, without any deduction, set-off, counterclaim or withholding (aside from any deduction or withholding that may be required by law) within 30 days of the date of an invoice.

7.2 Where the Customer places an Order for custom-made or bespoke products, the Customer shall pay 30% of the total payment amount due for the Goods upfront when ordering, 60% of the total payment amount due when notified by the Supplier that the Goods are ready for delivery and 10% of the total payment amount due upon delivery of the Goods.

7.3 All payments made under these GT&Cs shall be made in Canadian or United States of America dollars, as agreed by the Supplier directly to the Supplier. Agents shall not be entitled to collect payments.

7.4 If the Customer fails to make any payment due to the Supplier under the Contract by the applicable due date, then, without limiting the Supplier's other remedies, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of Canada's overnight rate from time to time, but at 8% a year for any period when that base rate is below 0%.

7.5 Where the Customer makes a payment for Goods, any such payment received will first be used to set-off earlier payments that are due and have not been paid (whether under the Contract or any other contract with the Customer). Any surplus amount shall then be credited against the current invoice for which the payment was intended. In the event of any shortfall owing to the Supplier following receipt of a payment from the Customer, the balance owing shall continue to accrue interest in accordance with 7.4.

8. MOULDS (TOOLS)

8.1 The Supplier is, and shall remain, the owner of the moulds manufactured in connection with the Contract by the Supplier itself or by a third party engaged by the Supplier. Any charge to the Customer relating to the costs of the mould shall not be an indication that the Customer has any rights to the moulds except as set out in the applicable Contract.

9. SUPPLY OF CUSTOMER MATERIALS

9.1 The Customer agrees to supply all necessary materials requested by the Supplier that the Supplier requires in order to perform its obligations under the Contract in a timely manner. Such materials shall be in good condition and of an appropriate quantity (with a surplus of at least 5% more than estimated by the Supplier).

9.2 The Supplier shall not be responsible for any delay in delivering the Goods or in performing any of its obligations under the Contract where such delay is caused by the Customer's failure to comply with clause 9.1. Except in the case of a Force Majeure Event, the Customer shall be responsible for all costs that arise out of its

failure to comply with clause 9.1.

10. LIMITATION OF LIABILITY AND CLAIMS

10.1 Except as set out in these GT&Cs, All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.

10.2 Nothing in these GT&Cs shall exclude any liability which cannot legally be limited, including (but not limited to) liability for:

(a) death or personal injury caused by the gross negligence of the Supplier; and

(b) fraud or fraudulent misrepresentation by the Supplier; and

(c) breach of the terms implied by sections 13 and 15 of the Sale of Goods Act (Ontario), as same may be amended from time to time.

10.3 The Supplier shall have no liability to the Customer whether arising in contract, tort (including negligence) or otherwise for:

(a) any loss (whether direct or indirect) of profits, sales or business revenue, anticipated savings, reputation or goodwill;

(b) any special, indirect or consequential loss, costs, damages, charges or expenses however arising; and

(c) any business interruption, loss of business, contracts and/or opportunity.

10.4 Subject to clause 10.2, the Supplier's total liability to the Customer in respect of all claims and other losses arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price of the Goods under the Contract.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 To the extent that the Goods are to be provided in accordance with a specification, drawings, models or samples supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential loss, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or 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 Suppliers' use of the specification, drawing, model or sample for the Goods. This clause 11.1 shall survive termination of the Contract. Where the Supplier receives notification or a claim from a third party alleging its use of a specification, drawing, model or sample provided by the Customer breaches the third party's intellectual property rights, the Supplier shall be entitled to discontinue performing its obligations under the Contract until the position has been confirmed. If such delay makes it unreasonable or impossible for the Supplier to continue performing its obligations under the Contract, the Supplier shall be entitled to immediately terminate the Contract on notice and the Customer shall be responsible for the payment of all work undertaken or completed by the Supplier up to the date of termination of the Contract.

11.2 Where a Customer or potential Customer provides drawings and samples to the Supplier and the drawings or samples are not used as part of a Contract, the Supplier shall return such drawings and samples if requested by the Customer or potential Customer and any such costs shall be the responsibility of said Customer or potential Customer. Otherwise, the Supplier shall be entitled to destroy the drawings or samples after 3 months of receiving them from the Customer or potential Customer.

11.3 The Customer acknowledges that the Supplier owns all the Intellectual Property Rights in the models, moulds, devices, drafts and drawings created or provided by the Supplier or a third party on the Supplier's behalf used in the manufacturing of Goods under a Contract. The Supplier shall ensure that materials used or provided by the Supplier under clause 11.1 under the Contract shall not breach a third party's intellectual property rights in the country where delivery of the Goods shall take place. The Customer shall only be permitted to use such materials in accordance with specific instructions provided by the Supplier.

11.4 Unless otherwise agreed, the Supplier warrants that on delivery the Goods shall not infringe any third party intellectual property rights in the country where delivery takes place. The Supplier gives no warranty that the Goods will not infringe all third party intellectual property rights in any country other than the country where delivery takes place. Where applicable, it is the responsibility of the Customer to ensure that where it purchases Goods from the Supplier, any onward sale or transfer of such Goods outside of the country where delivery takes place will not infringe the intellectual property rights of any third party. The Customer shall immediately notify the Supplier in writing where it receives or is made aware of any claim from a third party alleging that its use of Goods infringe a third party's intellectual property rights, regardless of where such alleged breach occurs. Where, in the Supplier's opinion (acting reasonably), such a claim is likely to be justified, the Customer shall take all reasonable steps to ensure that it is no longer infringing that third party's intellectual property rights (including but not limited to stopping or modifying its use of the Goods in breach of the third party's intellectual property rights or by procuring a licence from the third party to continue its use of the Goods).

12. GENERAL

12.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failing to perform, any of its obligations (excluding payment obligations) under the Contract if such delay or failure is due to a Force Majeure Event. In such circumstances, the affected party will notify the other party of the Force Majeure Event and the time for performance shall be extended by the period during which performance of the obligation has been delayed or failed to be performed. The affected party will use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

12.2 Assignment and other dealings. The Supplier may assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under a Contract. The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under a Contract without the Supplier's written consent, which consent may be withheld in its sole discretion.

12.3 Notices. Any notice given to a party under or in connection with a Contract shall be in writing and addressed to the address contained in the Contract (or as otherwise nominated by a party to the other in writing) and shall be deemed to have been delivered on delivery if by hand or within 48 hours of posting if sent by prepaid first class registered post or within 48 hours if sent by email, read receipt required.

12.4 Waiver. No waiver by either party of any provision or part-provision of a Contract shall be considered to be a waiver of any subsequent breach of the same provision or any other provision.

12.5 Entire agreement. The Contract together with these GT&Cs and the Warranty For hanit® Recycled Plastic Products constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter.

12.6 Third party rights. All third party rights are excluded and no third parties shall have any rights to enforce the Contract.

12.7 Variation. No variation of the Contract these GT&Cs and the Warranty For hanit® Recycled Plastic Products shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

12.8 Jurisdiction. Each party irrevocably agrees that the courts of the Province of Ontario, Canada shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

12.9 Governing law. The Contract, and any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, Canada.

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