

# ENVISION USA INC

## GENERAL TERMS AND CONDITIONS OF TRADE

**NOTICE: Purchase by Buyer of any Products and/or Services is expressly conditioned on the Seller's consent to these General Terms and Conditions. Any additional or different terms proposed by Seller are expressly objected to and will not be binding upon Buyer unless specifically accepted to in writing by Buyer's authorized representative.**

### 1. DEFINITIONS

Unless otherwise defined in the Agreement, the following terms shall have the following meanings throughout the Agreement:

“Affiliate” with respect to a party means an entity (including without limitation any individual, corporation, partnership, limited liability company, association or trust) controlling, controlled by or under common control with that party.

“Agreement” means the proposal signed by both Parties to which these General Terms and Conditions are a schedule.

“Blended Hourly Rate” means the average of combined hourly rate to be charged for two or more key resources engaged to provide Services.

“Buyer” means the entity defined in the Agreement to which Seller is providing Products and/or Services under the Agreement.

“Components” means those third party manufactured, equipment, materials, parts, products, and other goods supplied by Seller to Buyer under the Agreement that are not Products.

“Go Live” means the starting activities to be carried out by Buyer or Seller not later than five (5) days from the Seller's written notification to Buyer's Agent that the Products are ready for start-up.

“Go Live Date” means that the Products are ready for Start-Up.

“Hazardous Materials” means any chemical, substance, material or emission, including H2S gas, that is or may be regulated, governed, listed or controlled pursuant to any international, national, federal, provincial, state or local statute, ordinance, order, directive, regulation, judicial decision or other legal requirement applicable to Site as a toxic substance, hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, pesticide, radioactive material, regulated substance or any similar classification, or any other chemical, substance, emission or material, including, without limitation, petroleum or petroleum-derived products or by-products, regulated, governed, listed or controlled or as to which liability is imposed on the basis of potential impact to safety, health or the environment pursuant to any legal authority of United States of America or the country of the Site.

“Parties” means collectively the Seller and the Buyer.

“Purchase Price” means the price to be paid by Buyer to Seller under the Agreement.

“Products” means those items that are fabricated, provided or assembled to form part of Seller's designs or Service,

“Seller” means the entity signing the Agreement, and its successors and permitted assigns.

“Services” means all the services, including design, installation, technical assistance, training, repairs, commissioning, etc., to be provided by Seller under the Agreement.

“Site” means the premises identified in Schedule A to the Agreement where Components and Products are used or Services are performed, not including Seller's premises from which it performs remote Services.

“Terms and Conditions” means any provision forming a part of the Agreement.

### 2. PRICING

2.1 Pricing that is quoted against concept drawings may be subject to amendment once Seller has completed detailed and/or engineering drawings

2.2 Pricing quoted is valid for 90 days, unless otherwise provided for in a quotation.

2.3 Pricing for Services may include a Blended Hourly Rate which is derived from a general hourly rate sheet that is provided from time to time.

Seller reserves the right to choose to apply either a Blended Hourly Rate or individual pricing per discipline either at the outset of the project, or in the event of hours to be charged for additional scope.

2.4 Where Seller quotes a component price and due to circumstances beyond Seller's control there is a material increase in the prices for such components, Seller reserves the right to amend the quoted component pricing to reflect this additional material increase.

2.5 Where Seller provides a quotation for Services that contains a specified allowance of hours, Seller shall use commercially reasonable efforts to complete those Services within the hours prescribed. However, in the event of a change in scope or due to factors outside of Seller's control, Seller reserves the right to request additional paid hours to complete the Services.

### 3. PAYMENT

3.1 Except as otherwise provided in Agreement or as otherwise agreed by the Parties, payment shall be made by Buyer in United States Dollars, upon presentation of the specified documents indicating the achievement of a required benchmark. All fees are non-refundable.

3.2 All payments due shall be made on the appointed dates in accordance with the milestone payment schedule described in the Agreement or as otherwise agreed by the Parties. It is understood and agreed that all the extra costs arising from the change in the dates stated in the Agreement for the reasons not ascribable to Seller mentioned above shall be borne by Buyer.

3.3 If Buyer becomes bankrupt or insolvent, or if any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy laws or any insolvency laws, Seller shall be entitled to terminate the Agreement.

3.4 Buyer acknowledges and agrees that any fees quoted in the proposal or estimate are subject to revision after the completion of either facility impact assessment is conducted, or detailed drawings are completed in the instance of an estimate being provided against concept drawings.

### 4. TAXES AND DUTIES

4.1 Seller shall be responsible for, and shall pay directly, any and all Seller Taxes to include corporate and personal income taxes imposed on Seller and its employees by the legislation of the country of incorporation of Seller and/or performance of the work and related to the execution of the Agreement (the “Seller Taxes”).

4.2 If Buyer benefits from any tax, fee or duty exemption applicable to the Seller and its sub-contractors, Buyer agrees to provide Seller, without charge, before the execution of the Agreement with documentation acceptable to the taxing or customs authorities supporting the tax, fee or duty exemption and with instructions for Seller and its sub-contractors about the procedure to apply for the exemption.

4.3 Should the Seller be refused to have the right to apply for the tax, fee or duty exemption, or should the Buyer not send the Seller such documentation, the Seller shall invoice, and the Buyer shall pay forthwith unconditionally the applicable tax, fee or duty.

4.4 Buyer's Agent will promptly notify Seller in writing about the revocation, expiry or any other change to any exemption. If such notification is late or does not occur, the Buyer shall compensate the Seller for any tax, duty, fee and fine, penalties, interest and court or administrative costs assessed against or incurred by Seller.

4.5 The Agreement Price excludes all tax, duty, fee, or charge, including but not limited to any sales, turnover, consumption or service taxes, or corporate income tax levied by any governmental authority.

## **5. DELIVERY, TITLE TRANSFER, RISK OF LOSS, STORAGE**

5.1 Unless otherwise provided for in the Agreement, Seller shall deliver each item of the Component and Product when Seller begins installation. ("Delivery"). The Seller shall be provided with a designated area to perform the installation and suitable storage. The Seller shall be responsible for security during the hours during which it is on Site performing installation services. Outside of those hours, Buyer is responsible for the security of the Site and storage.

5.2 Title to each Component and Product shall pass to Buyer upon final payment.

5.3 In the event the delivery and installation of finished goods is delayed by the Buyer due to any cause (e.g., permit delays, construction scheduling, etc.), Seller shall retain the right to place the completed goods into storage on behalf of the Buyer. Seller retains the right to store finished goods at Seller's facility, or a third-party location for a period not to exceed one hundred twenty (120) days. The Buyer agrees to pay expenses associated with such storage. While Seller shall show a reasonable duty of care to ensure that fixtures placed in storage are protected from damage or loss, Seller shall not assume liability for finished goods placed into storage. After one-hundred and twenty days, Seller shall deliver the completed goods to the Buyer unless alternative arrangements are agreed to between the parties

5.4 Unless provided by Seller as part of the service under a proposal, Buyer shall provide all necessary infrastructure (e.g., power and outlets) and ambient environments required for the safe and efficient operation and maintenance of the Components and Products on the Site in accordance with the specifications provided by Seller and all applicable industry and safety standards.

5.5 Unless otherwise agreed in a proposal, Buyer will be responsible for the preparation of each Site for the installation/implementation of the Components and Product.

## **6. EXCUSABLE DELAYS**

6.1 Seller shall not be liable or be considered to be in breach or default of its obligations under the Agreement to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, (i) acts of God, acts (or omissions) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, epidemics, pandemics, civil unrest, riot, delays in transportation, or car shortages; or (ii) acts (or omissions) of Buyer or Buyer's suppliers or agents, including failure to promptly: (a) provide Seller with information and approvals necessary to permit Seller to proceed with work immediately and without interruption, (b) comply with the terms of payment, or (iii) inability on account of causes beyond the reasonable control of Seller to obtain necessary materials, necessary components or services. Seller shall notify Buyer in the event of any such delay. The delivery or of performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. Seller shall notify Buyer, as soon as practicable, of the revised delivery date.

6.2 If delay excused by this Article extends for more than one hundred eighty (180) days and the Parties have not agreed upon a revised basis for continuing the work at the end of such delay, then either Party, upon thirty (30) days written notice, may terminate the Agreement. Buyer shall be obligated to pay any applicable and outstanding fees, including those for Services on a time and material basis up to the date of termination.

## **7. COMPLIANCE WITH LAWS, CODES AND STANDARDS**

7.1 The Purchase Price is based on Seller's design, manufacture, testing and delivery of the Components, Products and Services pursuant to and in full compliance with (i) its design criteria, manufacturing processes and procedures and quality assurance program, (ii) those portions of industry specifications, codes and standards in effect as of the date of Seller's proposal to Buyer which Seller has deemed applicable to the Components and Products, (iii) United States of America applicable laws, (iv) any mutually agreed upon specification, and (v) the Agreement.

7.2 Notwithstanding any other provisions herein, Buyer shall be responsible for timely obtaining any required authorization, such as a work permit or any other governmental authorization, for any such authorization required of Seller

## **8. WARRANTY**

8.1 Seller warrants to Buyer that (i) the Products shall be free from defects in material, workmanship and title; (ii) the Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.; and (iii) Components shall be subject to third party terms

8.2 Unless otherwise stated in the Agreement, the warranty period for each item of the Components shall be based on the manufacturer's warranty on a pass-through basis as per the warranty documentation provided by the manufacturer. In cases where a Component has failed during the manufacturer's warranty period, the Component supplier will repair or replace the defective hardware components or provide an equivalent component at their discretion. In the event such Components are unavailable, the manufacturer retains the right to provide a Component which is functionally equivalent or exceeds the original Components' specifications. Manufacturer's warranties typically include parts during the stated warranty period but may or may not include labor to remove or reinstall the component, packing or shipping. Damage due to misuse, negligence, deliberate, or otherwise incidental, shall immediately void all warranties.

8.3 Seller warrants that, under normal use or service, fabricated Products shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery. Seller reserves the right to repair or replace the defect at its sole discretion. Damage due to misuse, negligence, deliberate, or otherwise incidental, shall immediately void all warranties.

8.4 Unless otherwise stated in the Agreement, the warranty period for Services shall be one (1) year after the performance of the Service. For purposes of the Terms and Conditions, the warranty period stated for Components, Products and/or Services shall be referred to as the "Warranty Period", as applicable.

8.5 Seller's Advanced Care Program is subject to its own terms and fees. In the event that Buyer does not subscribe for such service any assistance from Seller to Buyer shall be on a time and material basis at Seller's then current rates for such services.

8.6 If a failure to meet any Service warranty set forth in Article 8.1 appears within the Warranty Period, Buyer shall promptly notify Seller. Seller, at its expense, shall thereafter reasonably promptly correct any warranty defect by re-performing the defective Services. Component warranties shall be handled directly between the Buyer and the manufacturer of the Product.

8.7 Without prejudice to Article 10, the preceding paragraphs of this Article 8 set forth the exclusive remedies for all claims based on failure of or defect in the Components, Products or Services provided under the Agreement, whether the failure or defect arises before or during the Warranty Period and whether a claim, however instituted, is based on Agreement, indemnity, warranty, tort/extra-contractual liability (including negligence), strict liability or otherwise. The foregoing warranties are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory.

8.8 Except as expressly stated herein, Seller disclaims all warranties, express, implied or statutory, including without limitation, and any implied warranties of merchantability or fitness for a particular purpose.

8.9 This Article 8 shall survive termination of this Agreement.

## 9. INTELLECTUAL PROPERTY

9.1 All design concepts, design detailed drawings and all intellectual property rights therein, developed by Seller or provided to Buyer for review, shall remain the exclusive property of Seller ("Seller Materials"). Seller provides the Buyer a limited license to use such Seller Materials solely in conjunction with the Services provided by Seller.

9.2 Buyer shall own all data or information supplied to Seller hereunder ("Buyer Data"). Buyer hereby grants Seller a limited, royalty-free, fully paid up, non-exclusive, transferable and sub-licensable license to use Buyer Data as necessary to provide the Services.

9.3 All media, software and other digital content utilized in Components, Products and Services provided by Seller are subject to the terms and conditions of their respective suppliers including user's rights, licensing fees, copyrights, etc. The manufacturer's warranty shall apply as Seller shall not warranty the fitness or usability of provided media, software and other digital content.

9.4 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Agreement. All intellectual property conceived, created, or provided by Seller, whether alone or with any contribution from Buyer or its personnel, shall be owned exclusively by Seller. For example, Seller shall own exclusively all rights in ideas, inventions, works of authorship including derivative works, strategies, plans, data, and other intellectual property created in or resulting from the Components, Products and Services provided under the Agreement, including but not limited to all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights and other intellectual property rights (collectively "Intellectual Property") of Seller or its Affiliates, including, but not limited to Seller's design and manufacturing of the Components technology, its know-how and installation techniques. To the extent that Buyer may acquire any right or interest therein, Buyer irrevocably assigns all such right and interest exclusively to Seller and agrees to execute assignments and other documentation as necessary to achieve that result. Nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel, or otherwise, to any such intellectual property, although the Parties may provide for such a license in a separate written agreement. Notwithstanding anything to the contrary expressed herein, Buyer shall retain ownership of all Confidential Information and Intellectual Property it possessed prior to the Agreement for its project, process, Components and facilities outside of the Products and Services provided by Seller, as further described herein.

9.5 This Article 9 shall survive termination of this Agreement.

## 10. LIMITATION OF LIABILITY

10.1 The total liability of Seller for all claims of any kind whether in Agreement, warranties, tort/extra-contractual liability (including negligence), strict liability, or otherwise, arising out of or related to any

Products and Services, shall not exceed the fees received under the Agreement for the Seller's Services. The Seller shall have no liability for the Components and the Buyer's recourse shall be limited to the manufacturer of such Components. Seller shall use commercially reasonable efforts to assist Buyer in Component claims. All liability of Seller under this Agreement shall terminate upon expiration of the Warranty Period as defined in the Agreement or any agreed extension thereof.

10.2 IN NO EVENT WILL SELLER OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A SELLER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A BUYER'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.3 If Seller furnishes Buyer with advice or activities concerning any Components, Products or Services which is not required pursuant to the Agreement specification, the furnishing of such advice or activities will not subject Seller to any liability, whether in Agreement, warranty, indemnity, tort (including negligence), strict liability or otherwise.

10.4 Except to the extent Seller has responsibility under Article 8 "Warranty", Buyer waives rights of recovery against Seller for loss or damage to property of Buyer (excluding the Products), whether Buyer's claim is brought under breach of Agreement, warranty, indemnity, tort (including negligence), strict liability or otherwise, provided that Seller shall be responsible for the insurance deductible of Buyer to the extent of Seller's negligence for physical damage to Buyer's property up to fifty thousand dollars (\$50,000), above which Buyer shall release and indemnify Seller.

10.5 For the purposes of this Article, the term "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, whether individually or collectively. This Article 10 shall survive termination of this Agreement.

## 11. DISPUTE RESOLUTION

In the event of any dispute arising out of or in connection with the present Agreement the parties agree to submit the matter to settlement proceedings under the American Arbitration Association, which Rules are deemed to be incorporated by reference into this Article. If the dispute has not been settled pursuant to the said Rules within sixty (60) days following the filing of a Request for AAA or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of American Arbitration Association. The number of arbitrators shall be one, selected in accordance with the AAA rules. The seat, or legal place, of the arbitration shall be Florida, USA. The language to be used in the mediation and in the arbitration shall be English.

## 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict or choice of laws rules (the "Governing Law").

## 13. HEALTH AND SAFETY MATTERS

13.1 General Requirements. At all times Buyer shall comply with applicable laws and shall take all other necessary and required actions for the health and safety of Seller's personnel at Buyer's Site. This includes, but is not limited to, instruction of Buyer's safety practices, proper and safe handling of Hazardous Materials, communication of information necessary for Seller's personnel to work in a safe and legally compliant

manner while present at Buyer's Site, including supplying relevant material safety data sheets, job hazard analyses, and industrial hygiene monitoring results, where appropriate, and conducting periodic safety meetings during construction and start-up. Seller may at any time conduct safety audits to ensure safe conditions exist. Neither the conduct or non-conduct of safety audits nor the making of any recommendation by Seller shall relieve Buyer of the responsibility to provide a safe place to work.

13.2 Excusable Delay for Unsafe Conditions. If Seller reasonably believes, in good faith, that the safety, health or security of its personnel is being or is likely to be placed at unreasonable risk due to any conditions, circumstances or practices at the Site including without limitation to local conditions, war (declared or undeclared), armed conflict or threatened conflict, civil unrest, terroristic acts or threats, kidnapping risk, the inability to obtain adequate security protections, or threat to the safety or well-being of the Site, Seller may, in addition to other rights and remedies available to it, remove some or all of its personnel from the Site, suspend performances of all or any part of the Agreement, and/or evacuate its personnel. In such event, Seller shall immediately communicate its concerns to Buyer's representatives. In the event of an evacuation, Buyer shall provide said evacuation. Any delay that results from the foregoing shall be reasonably considered to be an "Excusable Delay". Buyer shall be responsible for any costs and losses incurred by Seller for an Excusable Delay

13.3 Communication of Applicable Legal Requirements. If Seller's work at Buyer's Site is subject to local, provincial or national legal requirements that are not reasonably available or ascertainable, Buyer shall notify Seller in writing and furnish copies of such legal requirements it reasonably understands applies to the work.

13.4 Security. When Seller's personnel are performing services on Buyer's Site, Buyer shall take all reasonable precautions for their security. Seller's personnel shall comply with Buyer's Site security requirements communicated to Seller or its personnel. Buyer shall be responsible for protecting the site and storage when Seller is not working on site.

#### **14. DIFFERING SITE CONDITIONS; HAZARDOUS MATERIALS**

14.1 Differing Site Conditions. Seller shall promptly and, if feasible, before such conditions are disturbed, notify Buyer's Agent in writing of unknown physical conditions at the Site, of an unusual nature, differing materially and adversely from those ordinarily encountered and generally recognized as inhering in the work of the character provided for in the Agreement. Buyer shall promptly investigate the conditions. If it is determined that such conditions do materially and adversely differ and cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Agreement, mutually agreed and equitable adjustment in price and time of performance shall be made and the Agreement modified in writing accordingly.

14.2 Responding to Hazardous Materials and Conditions. If Seller encounters Hazardous Materials at the Site, which require special handling and/or disposal, Buyer shall reasonably take whatever precautions are required to legally eliminate or minimize such hazardous conditions so that the work under the Agreement may safely proceed, including but not limited to, providing specialized training, equipment and alarms, consistent with legal requirements and international industry. Seller shall provide personal monitoring alarms. If such Hazardous Materials cause an increase in Seller's cost of or the time required for performance of any part of the services, mutually agreed and equitable adjustment shall be made in the Agreement price and time of performance.

14.3 Indemnification for Hazardous Materials. Buyer shall indemnify Seller for any and all claims, damages, losses, causes of action, demands, judgments and expenses arising out of or relating to (i) the presence of any Hazardous Materials which are present on the Site prior to the commencement of Seller's work or (ii) improperly handled or disposed of by Buyer or its representatives.

#### **15. CONFIDENTIALITY**

15.1 In connection with the Agreement, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information. "Confidential Information" means (a) all pricing for Components, Products and Services, (b) all information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (c) all information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral disclosure and that a person exercising reasonable business judgment would believe to be confidential. The obligations of this Article shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law, a valid legal process or a government agency; (v) is approved for disclosure in writing by an authorized representative of Disclosing Party or (vi) Seller discloses to its financial advisors for analytical purposes, provided that such financial advisors are subject to an obligation as to confidentiality no less onerous than that set out in Article 15.

15.2 Receiving Party agree: (i) to use the Confidential Information only in connection with the Agreement and permitted use(s) and maintenance of Components, Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, agents or financing parties who have a need to know for Buyer to perform its obligations under the Agreement or to use and maintain Components, Products or Services, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Receiving Party agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Article. Confidential Information shall not be reproduced without Disclosing Party's written consent and Receiving Party shall return all copies of Confidential Information to Disclosing Party upon request except to the extent that the Agreement entitles Receiving Party to retain the Confidential Information. Seller may also retain one copy of Buyer's Confidential Information until all its potential liability under the Agreement terminates.

15.3 If Receiving Party or any of its affiliates or representatives is required by law, legal process or a government agency to disclose any Confidential Information, that party agrees to provide Disclosing Party with prompt written notice to permit Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by Receiving Party with the provisions of this Article. In the event that efforts to secure confidential treatment are unsuccessful, Receiving Party may lawfully revise the Confidential Information to make it non-proprietary or to minimize the loss of its proprietary value.

15.4 Nothing in Article grants Receiving Party any license to any invention, patent, trademark or copyright now or later owned or controlled by Disclosing Party.

15.5 Buyer shall not disclose to Seller and Seller shall not disclose to Buyer Confidential Information unless it is required to do so to enable performance of work under the Agreement. If Buyer does disclose to Seller or Seller does disclose to Buyer Confidential Information, Buyer warrants to Seller and Seller warrants to Buyer that it has the right to disclose the information, and Buyer shall indemnify and hold Seller harmless against any claims or damages resulting from improper disclosure by Buyer, and Seller shall indemnify and hold Buyer harmless against any claims or damages resulting from improper disclosure by Seller.

Each Party agrees to cooperate with the other Party in marketing efforts by permitting each Party to: (a) post the other Party's name and logo on the customer page on their website; (b) use other Party's name and logo in non-public portfolio materials; and (c) publish a press release mutually agreed upon press release. . Buyer further agrees to serve as an occasional reference for press, analysts and prospective customers of Seller. Seller shall have the right to possess and use images, descriptions of work in progress and the completed project for their own promotional purposes.

15.6 As to any individual item of Confidential Information, the restrictions of this Article shall expire the earlier of five (5) years after the date of disclosure or three (3) years after termination or expiration of the Agreement.

## 16. CHANGES

Each party may at any time propose changes in the schedule or scope of the Components, Products or Services in the form of a draft change order. Seller is not obligated to proceed with the changed schedule or scope until both Parties agree to such change in writing. If mutually agreed, the changes will be documented in a written Agreement change order signed by representatives of each party who have actual authority to legally bind Buyer or Seller, along with any mutually agreed equitable adjustments in the Agreement Price or Delivery of Components, Products or Services. If Buyer hasn't met requirements under a facility assessment report or any other site requirements as requested by Seller prior to installation this will result in a change order. Unless otherwise agreed by the Parties, pricing for additional work arising from changes in laws, rules and regulations shall be at the Agreement Terms and Conditions.

## 17. TERMINATION AND SUSPENSION

17.1 Either Party (the "Non-Defaulting Party") may terminate this Agreement if the other Party (the "Defaulting Party") (i) becomes insolvent or (ii) the Defaulting Party commits a material breach of this Agreement, which does not otherwise have a specified contractual remedy, and fails to cure the breach within thirty (30) days of notice from the Non-Defaulting Party, or if it is not possible to cure such breach within thirty (30) days of such notice, fails to commence to cure the breach within thirty (30) days or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible.

17.2 If Buyer fails to fulfill any condition of its payment obligations, Seller may suspend performance and delivery. Performance of Seller's obligations shall be extended for a period equaling the period of Buyer's

non-fulfillment of any portion of the payment terms, whether or not Seller suspends performance and such additional time as may be reasonably necessary in the circumstances.

## 18. MISCELLANEOUS

18.1 This Agreement is for the benefit of the Buyer and Seller only and does not confer any rights or obligations on any third parties.

18.2 Seller may assign or novate its rights and obligations regarding the Components, Products and/or Services in part or in whole, to one or more of its Affiliates, without Buyer's consent and upon written notice to Buyer's Agent setting forth the effective date of such assignment or novation. Buyer agrees to execute such documents as may be necessary to affect the assignment or novation. The delegation or assignment by Buyer of any or all of its duties or rights under the Agreement without Seller's prior written consent shall be void. Seller shall have the right at all times to assign to third parties any and all credits under the Agreement subject to prior notification in writing to Buyer's Agent.

18.3 Nothing in this Agreement shall restrict Seller from subcontracting portions of its work, provided that Seller shall remain responsible to Buyer for performance of subcontracted scope.

18.4 Except as provided in the Article entitled "Limitation of Liability", these provisions are for the benefit of the Parties hereto and not for any other third party.

18.5 This Agreement represents the entire agreement between the Parties and no modification, amendment, rescission, waiver or other change shall be binding on either party unless agreed to in writing by the Parties' authorized representatives. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in this Agreement. Each party recognizes that this Agreement is a legally binding contract and acknowledges that such party has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

18.6 The invalidity in whole or in part of any part of this Agreement shall not affect the validity of the remainder of the Agreement.

18.7 This Agreement may be executed in multiple counterparts that together shall constitute one agreement.