

## 1 APPLICABILITY

- 1.1 These terms and conditions of sale ("Terms") are the only terms which govern the sale of the product and services ("Goods") by Hamilton Company, ("Hamilton") a Nevada corporation, and the purchaser of Goods ("Customer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- 1.2 These Terms are applicable to all transactions ("Purchase Agreement") between Customer and Hamilton, including those which represent the implementation of any standard or specialized solution utilizing the Goods for throughput, assay, or other clinical or laboratory function ("Hamilton Solution"). A Hamilton Solution is not a specific part number, but rather is a process utilizing the Goods. As such, specific parts listed within the quotation may require substitution, addition, or subtraction of specified parts. Customer hereby acknowledges and agree that Hamilton has the authority to make such changes to the line items within the quotation and the Purchase Agreement necessary to implement the Hamilton Solution, provided that such changes do not materially diminish the performance, quality or utility of the Hamilton Solution.
- 1.3 In order to meet the needs of State and County tax laws for products and services, it is necessary to place purchase orders ("Purchase Orders") with Hamilton with a single price and associated reference to a specific quotation to which such price relates, or by line item as they appear in the final quotation. Tax will be determined and set out within the invoice for the Goods.

## 2 QUOTATIONS

Quotations shall only be binding if they contain a stated period of validity and upon approval of credit application per consent from the Hamilton finance department.

## 3 DELIVERY

- 3.1 The estimated delivery time of Goods will be stated in each quotation and will be dependent upon multiple factors such as current resource workload, third-party item delivery times, hardware creation times and software application development time. The delivery time starts with the date of Hamilton order acknowledgment and ends when the shipment is ready for dispatch or a site acceptance test if required, as stated within the applicable quotation. Hamilton will use all means necessary to deliver product as mutually agreed to, and will keep the Customer informed of possible delays if applicable. Compliance with the delivery time is conditional upon the Customer fulfilling their Purchase Agreement contractual obligations, e.g. notification of all essential technical specifications, availability of samples, import permits, down payments, letters of credit etc.
- 3.2 The delivery time is reasonably extended if one of the cases applies:
  - 3.2.1 The information required by Hamilton for performance of the Purchase Agreement is not received in time, or if the Customer subsequently changes a Purchase Agreement thereby causing a delivery delay of the Goods. All changes requested by the Customer require a revised Purchase Order from the Customer.
  - 3.2.2 Hindrances occur which prevent Hamilton from performing a Purchase Agreement by force majeure. Hindrances include epidemics, mobilization, war, revolution, serious breakdowns in the works, accidents, labor conflicts, late or deficient delivery by subcontractors of raw materials, semi-finished or finished products, official actions or omissions by any state authorities or public bodies, and natural catastrophes. If the Customer claims damages for delayed delivery, it must be proven that the delay was caused through Hamilton's fault and that the Customer has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the Customer, the latter is not entitled to claim any delay damages. Any delayed delivery does not entitle the Customer to any rights and claims other than those expressly stipulated herein.

## 4 SHIPPING TERMS, TITLE & RISK OF LOSS

- 4.1 Delivery shall be made F.O.B. Hamilton. Title and risk of loss pass to Customer upon delivery of the Goods to the common carrier.
- 4.2 Costs associated with shipping and delivery ("Freight ") shall be charged to Customer at the rates negotiated and set forth pursuant to the Purchase Order and invoice, with the invoice to govern any discrepancy between the two.
- 4.3 When assistance from third-party riggers is required to assist with placement of Goods, the expense will be added to the Freight charges. Disposal of all packaging and packing materials is the Customer's responsibility.

## 5 SITE PREPARATION, INSTALLATION AND ACCEPTANCE

- 5.1 Hamilton shall provide Customer with Hamilton's site requirements and preparation recommendations ("Site Requirements") including but not limited to cooling needs, electrical power, space, lighting, rigging and grounding requirements promptly after Hamilton's receipt and acceptance of a Purchase Order for Goods. At no cost to Customer, Hamilton shall perform all tasks necessary to install the Goods, including but not limited to, uncrating, unpacking, field assembly and inspection.
- 5.2 Unless otherwise agreed upon in writing, acceptance shall be affected immediately after installation at the Customer's premises. In addition, acceptance shall also be deemed completed when: (i) Hamilton has satisfied its standard installation qualification to show performance to manufacturer's specification or exceptional conditions agreed upon in writing with the Customer prior to acknowledgment of the Purchase Order by Hamilton; or (ii) as soon as the Customer uses the Goods in a non- acceptance test mode. If the Customer delays acceptance, the outstanding amounts are due thirty (30) days after delivery.

## 6 INSPECTION & REJECTION OF NONCONFORMING GOODS

- 6.1 Customer shall inspect the packaging the Goods arrive in and if there is visible damage, they shall report this immediately to the freight carrier as well as Hamilton.
- 6.2 Customer shall inspect the Goods within ten (10) business days after installation ("Inspection Period"). Customer will be deemed to have inspected the Goods unless it notifies Hamilton in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Hamilton. In no event shall any period of time greater than thirty (30) calendar days be considered a "reasonable period" as set forth above. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Customer's Purchase Order; or (ii) product's label or packaging incorrectly identifies its contents.
- 6.3 If Customer timely notifies Hamilton of any Nonconforming Goods, Hamilton shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the purchase price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods, in their original packaging, to Hamilton's facility located at 4970 Energy Way, Reno, Nevada 89502. If Hamilton exercises its option to replace Nonconforming Goods, Hamilton shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Hamilton's expense and risk of loss, the replaced Goods to the Customer at their location.
- 6.4 Customer acknowledges and agrees that the remedies set forth in Section 6.2 are Customer's exclusive remedies for the delivery of Nonconforming Goods.

## 7 SECURITY INTEREST

In order to secure payment for the Goods and as collateral security for the payment of the purchase price of the Goods and any other current or future obligations of the Customer to Hamilton, Customer hereby grants to Hamilton a lien on and security interest in and to all of the right, title and interest of Customer in, to and under 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 security interest granted under

this provision constitutes a purchase money security interest under the Uniform Commercial Code. This security interest will terminate only on the discharge in full of all the payment obligations for purchase of the Goods and all such other obligations of Customer to Hamilton.

## 8 AMENDMENT & MODIFICATION

These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

## 9 TAXES & FEES

Customer will pay, when due, all taxes, including sales, use, privilege, excise, personal property, value-added, and other taxes, but not federal or state income or franchise taxes imposed on Hamilton, and all other governmental charges, assessments, fees and any related interest or penalties imposed with respect to the Goods or the transactions contemplated by a Purchase Agreement. If Customer fails to pay any such amount when due, Hamilton may elect to pay it and Customer will promptly reimburse Hamilton for such payment, together with interest from the date paid at the Short Term Quarterly Applicable Federal Rate. If Hamilton is required to obtain any local permit or license to enable it to install the Goods or perform any services for Customer, Customer shall reimburse Hamilton for such related fees and charges.

## 10 PAYMENT TERMS

- 10.1 *Standard Payment Terms* - Customer shall pay all invoiced amounts due to Hamilton NET 30 days from the date after receipt of Hamilton's invoice. Customer shall make all payments hereunder in US dollars.
- 10.2 *Integrated System Payment Terms* - For integrated systems with third-party devices financed through Hamilton, upon approved credit, down payments will be required prior to third-party equipment purchases as the third-party equipment will transfer ownership upon cancellation or order delay by the Customer. These terms will be 30% paid with Purchase Order, 50% paid upon shipment NET 10 days after receipt of notification of shipment and 20% due NET 30 days after installation and acceptance.
- 10.3 *Late Payment* - Customer shall pay interest on all late payments at the lesser of the rate of two percent 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse Hamilton for all costs incurred in collecting any late payments, including, without limitation, attorney fees and costs. In addition to all other remedies available under these Terms or at law (which Hamilton does not waive by the exercise of any rights hereunder), Hamilton shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.
- 10.4 *No Withholding* - Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Hamilton, whether relating to Hamilton's breach, bankruptcy, or otherwise.
- 10.5 *Payment Under Protest* - Should an invoiced payment be disputed by the Customer,
- 10.6 Customer shall have the opportunity to pay the dispute in full under protest in order to avoid the application of penalties and interest as set out above in Section 6 above. Should the dispute be determined and resolved in favor of the Customer, Customer shall be entitled to reimbursement of the disputed amount, including interest computed at the rate set forth above. Where the dispute is resolved in Customer's favor, accrued interest shall inure to the Customer from the time of payment under protest to the final determination on the invoice is made. Where the dispute is resolved in favor of Hamilton, accrued interest shall inure to Hamilton from the date that payment was due until resolution of the dispute, and the Customer shall be liable for all such amounts.

## 11 CUSTOMER RETURNED CONFORMING GOODS

Hamilton does not expect the return of Goods for credit unless it is a justified warranty claim. All returns must be authorized in advance. Unauthorized returns will be refused. In no circumstances may Goods supplied against a firm order be returned without the Customer having first applied for and obtained both written consent and a Returned Products Authorization (RGA) number from Hamilton. Hamilton reserves the right to refuse the return of any Goods that have been used with infectious, microbiological, or radioactive substances or other materials that may be deemed hazardous to the employees of Hamilton. A handling charge amounting to not more than 20 percent of the invoice value of the returned Goods may be deducted from any credit allowed where it is established that the reason for their return is not subject to the provision of Section 6 hereof or through any error on the part of Hamilton. Goods approved for return must be received by Hamilton within 30 (thirty) days of an issued RGA.

## 12 LIMITED WARRANTY

- 12.1 The warranty period is twelve (12) months from the install ("Installation Date"). The Installation Date shall be that date on which the Goods are installed and installation qualification to show performance to manufacturer's specification has been met, as set forth in Section 5.1 above. The warranty period begins on the first day after acceptance. If installation or acceptance is delayed due to reasons beyond the control of Hamilton, the warranty period shall end not later than eighteen (18) months after shipment of the Goods from Hamilton. Upon written request from the Customer, Hamilton shall quickly repair or replace, at its option, all parts which become defective or unserviceable if determined to be due to bad material, faulty design or poor workmanship. All returned parts which are replaced shall become the property of Hamilton. Hamilton is responsible only for the cost of repair or replacement of defective parts. Hamilton Systems are designed and validated exclusively with CO-RE® technology tips. Hamilton is the sole-source for CO-RE® technology tips. The use of non-Hamilton CO-RE tips on Hamilton Systems shall void Hamilton System performance specifications and warranty. The warranty expressly does not cover consumable parts, damage caused by normal wear, faulty maintenance performed by a third party, failure to observe the operating instructions, and installation not carried out by Hamilton as well as due to other reasons for which Hamilton is not responsible. HAMILTON MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 12.2 Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are limited to the warranty offered by their manufacturer and are not covered by the warranty in Section 12. If Hamilton supplies such Third Party Products to Customer, Hamilton shall inform Customer of those Third Party Products and provide copies of, or access to, all warranties for such Third Party Products. Hamilton does imply, extend or enhance the third party vendor warranty terms.
- 12.3 For the avoidance of doubt, HAMILTON MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) 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.
- 12.4 Hamilton shall not be liable for a breach of the warranty set forth in Section 12 if: (i) Customer makes any further use of such Goods after giving such notice of breach; (ii) the defect arises because Customer failed to follow Hamilton's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Customer alters or repairs such Goods without the prior written consent of Hamilton.
- 12.5 THE REMEDIES SET FORTH IN SECTION 12 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND HAMILTON'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 12.1.

## 13 TECHNICAL DATA & DOCUMENTS

Technical documents such as drawings, descriptions, illustrations, and data on dimensions, performance and weight are for information purposes only and shall not imply any warranties. Hamilton reserves the right to make any necessary changes. All technical documentation and technical data remain the property of Hamilton and may neither be used for production purposes nor be made available to third parties.

## 14 LIMITATION OF LIABILITY

- 14.1 IN NO EVENT SHALL HAMILTON BE LIABLE 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 CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY CUSTOMER, 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. IN NO EVENT SHALL HAMILTON'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO A PURCHASE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO HAMILTON FOR THE GOODS SOLD IN THE PURCHASE AGREEMENT.
- 14.2 The limitation of liability set forth in Section 14.1 above shall not apply to (i) liability resulting from Hamilton's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Hamilton's grossly negligent or willful acts or omissions.

## 15 LICENSE AGREEMENT

The computer software programs remain the property of Hamilton. Hamilton grants to Customer a non-exclusive license to use the proprietary software programs with the equipment specified in the Purchase Agreement and under the Terms specified herein. Hamilton may declare parts of the software programs as "public" and which parts will be free of restrictions. Hamilton is not liable for the functionality of third-party components. Hamilton is not aware of the rights of any third parties that would oppose the utilization purposes of the licensed software programs. Hamilton guarantees the operability of the software programs with the Goods and for the purpose as set forth in the specifications under normal conditions of operation and that the software programs have been written following the accepted rules of programming. Hamilton shall not be liable for delays, errors or failures in performance due to causes beyond its control or operation by unqualified personnel. Hamilton's warranty shall be voided immediately if changes in the setup of the Goods, or a change to the Goods, that the licensed software programs are operating takes place without written confirmation of Hamilton. In case of software program defects limiting the usability of the software programs, Hamilton will deliver corrections free-of-charge during the warranty period. After expiry of the warranty period, Hamilton will provide error maintenance and other support only if the Customer agreed upon and entered into a maintenance and service contract. If and when application support is quoted, Hamilton will provide the appropriate support during the installation and for the configuration of the software programs if the Customer provides Hamilton access to the hardware and software. After installation, Hamilton will provide education and consulting services according to its current schedule of charges. The Customer will perform backup operations to protect itself from loss of data due to any error conditions.

## 16 RESTRICTIONS

Customer agrees to not use nor authorize any third party to (i) disassemble, reverse engineer, reverse compile, or reverse assemble the Goods and/or software; (ii) separate, extract, or isolate components of the Goods or engage in other unauthorized analysis of the Goods and/or software; (iii) gain access to or determine the methods of operation of the Goods; or (iv) attempt to reconstruct or discover source code, or underlying ideas or algorithms of the software.

## 17 PATENTS

Hamilton represents and warrants to Customer that the manufacture, use or sale of the Goods do not infringe on any patent, trademark or other intellectual property of any third party. Hamilton agrees to indemnify and hold Customer harmless from all lawsuits, judgments, claims, costs, and expenses, including but not limited to reasonable attorney and accountant fees arising in connection with any third party patent infringement claim that have been pre-approved in writing by Hamilton. Customer shall promptly, within ten (10) business days, notify and inform Hamilton of any claimed patent infringement claim that has been made against it relating to Hamilton products. If the standard products sold under the present conditions are produced or modified according to Customer's specifications, Customer agrees to indemnify and hold Hamilton harmless from all lawsuits, judgments, claims, costs and expenses, including but not limited to attorney's and accountant's fees arising in connection with patent infringement involving Customer's modifications.

## 18 COMPLIANCE WITH LAW

Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under a Purchase Agreement.

## 19 TERMINATION

In addition to any remedies that may be provided under these Terms, Hamilton may terminate a Purchase Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under a Purchase Agreement and such failure continues for five (5) business days after Customer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

## 20 WAIVER

No waiver by Hamilton of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Hamilton. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## 21 ATTORNEY FEES

Should either party hereto, or any heir, personal representative, successor or assign hereto, resort to litigation to enforce a Purchase Agreement, other than as expressly set forth in Section 16 above relating to third-party patent infringement claims, the parties shall be responsible for their own attorney's and accountant's fees associated with the costs of litigation, and in no event shall the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

## 22 CONFIDENTIAL INFORMATION

All non-public, confidential or proprietary information of Hamilton, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Hamilton to Customer, 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” in connection with a Purchase Agreement is confidential, solely for the use of performing the Purchase Agreement and may not be disclosed or copied unless authorized in advance by Hamilton in writing. Upon Hamilton’s request, Customer shall promptly return all documents and other materials received from Hamilton. Hamilton 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 Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

## **23 FORCE MAJEURE**

Hamilton shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached a Purchase Agreement, for any failure or delay in fulfilling or performing any term of a Purchase Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Hamilton 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, epidemic, lock-outs, strikes or other labor 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.

## **24 ASSIGNMENT**

- 24.1 Hamilton may assign any of its rights or delegate any of its obligations under a Purchase Agreement without the prior written consent of Customer.
- 24.2 Customer shall not assign any of its rights or delegate any of its obligations under a Purchase Agreement without the prior written consent of Hamilton. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under a Purchase Agreement.

## **25 RELATIONSHIP OF THE PARTIES**

The relationship between the parties is that of independent contractors. Nothing contained in a Purchase 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.

## **26 NO THIRD-PARTY BENEFICIARIES**

A Purchase 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.

## **27 GOVERNING LAW**

All matters arising out of or relating to a Purchase Agreement are governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nevada.

## **28 SUBMISSION TO JURISDICTION**

Any legal suit, action or proceeding arising out of or relating to a Purchase Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Nevada in each case located in the City of Reno and County of Washoe, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

## **29 NOTICES**

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the sales confirmation, invoice, or purchase order, or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in a Purchase Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

## **30 SEVERABILITY**

If any term or provision of a Purchase Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of a Purchase Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## **31 SURVIVAL**

Provisions of these Terms which by their nature should apply beyond their term will remain in force after any termination or expiration of a Purchase Agreement including, but not limited to, the following provisions: Section 18.1 Compliance with Law, Section 22.1 Confidential Information, Section 27.1 Governing Law, Section 28.1 Submission to Jurisdiction and Section 31.1 Survival.

## **32 REPRESENTATION OF AUTHORITY**

Each person signing a Purchase Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver a Purchase Agreement. Each party represents and warrants to the other that the execution and delivery of the agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Purchase Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

## **33 HEADINGS**

The headings in these Terms are included for convenience only and shall neither affect the construction or interpretation of any provision in a Purchase Agreement nor affect any of the rights or obligations of the parties to the agreement.

## **34 AMBIGUITIES**

Each party has participated fully in the review and revision of a Purchase Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting the agreement. The language in the agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

## **35 ENTIRE AGREEMENT**

These Terms contain the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.