
**STANDARD TERMS AND CONDITIONS OF SALE: PARTS & SERVICES ADVANCED COMPOSITE STRUCTURES
("ACS")**

1. COMPONENT MAINTENANCE

The Services will be performed according to the OEM's Component Maintenance Manual (CMM) unless otherwise stated.

2. ORDERING PROCESSES

The CUSTOMER shall issue, for each item sent for Repair Service, Exchange Service or Rental Service, an order with the following information, if relevant:

- a) Type of work requested (inspection, repair, modification, standard exchange)
- b) Part number and serial number of the Item
- c) Description
- d) TSN, TSR, and CSN
- e) Modifications carried out on the subject Item
- f) Reason for removal
- g) Delivery date of need
- h) Location / delivery address / mode of shipment
- i) Requested release documentation

For rental order, the Component Rental Agreement, as further defined at clause 6, must be completed and returned to ACS prior to the shipment of the rental unit(s).

An RMA (Return Material Authorization) will be issued for the return of the Non-Operational Component. The completed log card for the unit sent in and an order must accompany the unit and the RMA reference number must be indicated to obtain proper credit for the Non-Operational Component return.

Any item received without documentation, incomplete documentation or with missing parts will be subject to quarantine until missing information is provided. ACS cannot be held responsible for charges applied to the CUSTOMER's invoice for the failure to provide the appropriate return documentation.

3. OBLIGATIONS OF ADVANCED COMPOSITE STRUCTURES

After receipt of the Component with its applicable log card, ACS will initially perform a Receiving Inspection on the Non-Operational Component. Based on this Inspection, ACS will issue a written quotation on proposed SOW.

Upon receipt of a Purchase Order, ACS shall, within three (3) Days, acknowledge acceptance or rejection of the Purchase Order in writing or via electronic communication.

After completion of the Services on the Component, ACS will provide the applicable release certification; TCCA Form One, EASA Form One, or FAA 8130 certificate, and the updated Component's log card, upon redelivery of such Components to the CUSTOMER.

4. OBLIGATIONS OF CUSTOMER

After receipt of ACS's quotation, the CUSTOMER shall confirm their acceptance and continuation of ACS's Services by confirming and accepting the quotation within ten (10) Days.

If CUSTOMER does not provide their acceptance of the final quotation, the CUSTOMER will be charged for the Inspection.

For an Exchange Order, the quote is considered as being the final invoice. If the quote is rejected, ACS will ship the unrepaired items to the CUSTOMER.

All Purchase Orders submitted by CUSTOMER shall state the following:

- a) the Quotation reference number
- b) the detailed SOW to be performed (as relevant)
- c) the price for the SOW, based on ACS's quotation
- d) Component data, including description, quantity and part number; and
- e) CUSTOMER information
 - i. Point of Contact
 - ii. Bill To Address
- f) Vendor name
- g) Shipping Information:
 - i. CUSTOMER's freight forwarder/courier and account number
 - ii. Ship To address

5. COMPONENT EXCHANGE

Component exchange may be requested by CUSTOMER to reduce TAT. Each Component exchange and pricing will be reviewed by both Parties on a case-by-case basis.

The final exchange price is dependent upon the condition and modification status of the Non-Operational Component.

ACS also reserves the right to issue an additional invoice if:

- a) inaccuracies are found on the CUSTOMER's log cards or certifications;
- b) a Component is not repairable;
- c) SLL parts have to be replaced; and/or
- d) the Non-Operational Component must be scrapped because it is not repairable. Prior to issuing such invoice, ACS will provide fourteen (14) Days' notice to the CUSTOMER of the decision to scrap the Non-Operational Component to allow the CUSTOMER to raise any dispute regarding the decision to scrap the part.

ACS will not accept the Exchange if the Non-Operational Component has a history of an accident, is damaged, was installed on a military aircraft, has a CUSTOMER created part number or serial number, is time expired or has abnormal wear and tear (e.g. foreign object damage, corrosion, erosion, over

temp, and hard landing). The Exchange is also subject to verification of acceptable certification and documentation.

5.1 COMPONENT EXCHANGE INVOICING TERMS

ACS will issue an initial invoice at the time of the CUSTOMER's acceptance of ACS's Proposal.

A second invoice may be issued following the inspection of the Non-Operational Component, review of its historical records and a Betterment/Detriment calculation.

5.2 EXCHANGE UNIT AVAILABILITY

Exchanges are subject to availability and may change at any time. ACS will not be responsible for the unavailability of Serviceable Units for Exchange. Written confirmation on the availability of Serviceable Components will be provided by ACS as required.

5.3 BETTERMENT/DETRIMENT

A Betterment/Detriment calculation of the TSN on the SLL Monitored Components will apply to all Exchanges. The difference in value between the Serviceable Component and Non-Operational Component will be charged or credited to the CUSTOMER.

The Component Value used for Betterment/Detriment calculation on SLL Monitored Components will be calculated as: (OEM new or replacement part cost ÷ SLL hours) x % of life remaining.

5.4 BEYOND ECONOMICAL REPAIR (BER)

Non-Operational Components will be deemed as BER if the overhaul price exceeds 65% of the then-current OEM list price for the Component. In the case of a BER unit, the Exchange will convert to an outright sale invoice at the full replacement value of the originally supplied exchange unit at ACS's sole discretion.

5.5 DELIVERY OF NON-OPERATIONAL COMPONENTS

The CUSTOMER shall ship the Non-Operational Components DAP ACS facility (Incoterms 2020) within twenty-one (21) Days of receipt of ACS's Serviceable Component, whichever occurs first.

Non-Operational Components shall be packed in the same containers (or ACS approved equivalent) in which the Serviceable Component were received. Damage associated with improperly packaged Non-Operational Components shall be subject to additional repair charges.

The CUSTOMER shall ensure that the removed Non-Operational Component shall be complete and in accordance with Original Equipment Manufacturer's specifications. In the event that the Non-Operational Components delivered to ACS are missing parts, ACS will offer to either return the Non-Operational Components to the CUSTOMER or invoice the cost of any missing parts plus applicable handling charges. The CUSTOMER will have three (3) Days, to respond to the offer to have the Non-Operational Components returned to them. In the event the CUSTOMER does not answer within the corresponding time limit, they will be invoiced for the cost of the missing parts plus applicable handling charges.

The CUSTOMER must enclose the following documentation with the Delivery of the Non-Operational Components:

- a) Log card denoting aircraft serial number and reason for removal of the Non-Operational Components;

- b) Component shipping note with reference to the corresponding order number including the value of the Non-Operational Components for customs purposes (if applicable) and packaging marking/identification; and
- c) Any other documentation needed in the particular circumstance.

If the CUSTOMER does not deliver the Non-Operational Components with the required documentation, then ACS shall be entitled, at its sole discretion, to charge the CUSTOMER the costs associated with obtaining new documentation or to charge the price for obtaining a new Component.

If the CUSTOMER fails to provide, the Non-Operational Components', proof of shipment within seven (7) Days of the expected date of Delivery, ACS may apply a daily lease charge of \$250 per Component until the Non-Operational Component is received by ACS. If the Non-Operational Component is not delivered to ACS within thirty (30) Days of its expected date of Delivery, ACS may invoice the CUSTOMER for a new Component and shipping container to replace the undelivered Non-Operational Component.

6. COMPONENT RENTAL

Component rentals may be requested by the CUSTOMER to ensure continued aircraft serviceability while Maintenance is being performed on the CUSTOMER's Non-Operational Component at ACS.

ACS will only allocate a rental Component once ACS is in receipt of applicable documents, insurance certificates and a Purchase Order. Until such time, the availability of a rental Component may change as a result of other requirements.

Rental Components shall be Serviceable with remaining life exceeding the estimated flight hours required during the rental period. All rental Components shall be shipped with applicable documents and certifications.

6.1 COMPONENT RENTAL INVOICING TERMS

ACS will issue a first rental invoice upon receipt of the signed Purchase Order. The first invoice will include the charge for the initial 40 hours of use and rental fee, if applicable.

The second and subsequent months' invoices, if applicable, will be issued based upon actual flying hours in excess of the established initial 40 hours of use charge.

CUSTOMER agrees to provide ACS with the flight hours consumed in the foregoing month by the end of the third business day of each subsequent month.

6.2 DELIVERY STATUS

The rental Components will be delivered Serviceable with remaining life exceeding the estimated flight hours required during the rental period. All units are shipped with applicable history and certification documentation.

6.3 RETURN OF THE RENTAL COMPONENT

CUSTOMER shall return the rental Components with current and complete documentation. Rental Components must be returned to ACS within fourteen (14) Days from date the serviced Component is redelivered to CUSTOMER. Proof of the rental Components' return shipment is required. Daily lease charge of USD \$250 will apply for return times that exceed fourteen (14) Days.

6.4 SPECIFIC RENTAL INSURANCE

Component must be insured by CUSTOMER from delivery to return with an insurer acceptable to ACS.

ACS must be shown as a "LOSS PAYEE" on the certificate of insurance. Value of the asset for insurance purposes shall be no less than the OEM List Price (USD).

CUSTOMER shall add ACS as an additional insured under their liability insurance for not less than USD \$5 million.

Proof of insurance will be required prior to shipment of the rental.

7. PRICE and PAYMENT:

All prices are net to ACS and do not include transportation, insurance, taxes, import or export charges or duties, levies, imposts, penalties, interest or other similar charges (including, without limitation, goods and services tax, harmonized sales tax, sales tax, value added tax, withhold taxes and any transfer tax), all of which shall be the responsibility of the CUSTOMER and payable to ACS upon demand.

Prices as quoted are valid until expired under the terms of the quote. Thereafter prices are subject to change without notice.

Unless otherwise set forth in ACS's Commercial quotation referencing this Agreement, at the time of work completion (prior to shipment), CUSTOMER must arrange for payment prior to component release. Repairs which require research and development (R&D) shall be subject to a 50% deposit at time of Purchase Order (prior to work commencement), the balance shall be due upon completion. Alternatively, upon approval of credit, all balances shall be payable net thirty (30) days of invoice date. ALL sums past due shall bear interest at 1 1/2% per month.

If CUSTOMER's approval of quote is not received by ACS within ten (10) days, CUSTOMER will be invoiced 100% of all associated inspection costs. If CUSTOMER's approval of quote is not received within thirty (30) days, the CUSTOMER unit(s) associated with that quote will be returned to the CUSTOMER. For unit(s) not returned to the CUSTOMER, ACS reserves the right to charge a storage fee of \$100.00 USD per day.

CUSTOMER-supplied parts must not exceed thirty-five percent (35%) of the estimated bill of materials. All CUSTOMER supplied parts are subject to an inspection fee and ACS reserves the right, in its sole discretion, not to use a CUSTOMER supplied part.

8. TERMS OF DELIVERY AND TRANSPORTATION:

Any Component or Material upon which Maintenance is to be performed is to be delivered to ACS's facility, by CUSTOMER. Prior to any Delivery, CUSTOMER shall send a pre-alert to ACS with the applicable shipping documents for review.

Delivery of the Component or Material by CUSTOMER to ACS will be based on DAP designated ACS facility (Delivered at Place – Incoterms 2020). ACS as the importer of record in its country of operation shall be responsible for the import formalities and payment of all import-related taxes and costs such as, but not limited to, customs duty, import GST / VAT and customs brokerage charges related to the delivery of the Components or Materials to ACS. The CUSTOMER will be responsible for the export formalities in their country of operation and for the export and transportation costs associated with the movement of the Component or Material to the designated ACS Facility.

CUSTOMER shall follow ACS's instructions on importing Components and Materials.

Following completion of the Maintenance, ACS shall deliver any Component or Material FCA ACS's Facility (Incoterms 2020). ACS will be responsible for the export formalities. The CUSTOMER will be

responsible for the transportation costs from the ACS facility and will be responsible for the import formalities in their country of operation.

The CUSTOMER shall ensure that all Components and Material are handled and delivered to ACS with due care (to ensure that no damage occurs) and in accordance with the applicable Original Equipment Manufacturers (“OEM”) requirements and specifications and ACS’s requirements.

If any Component or Material delivered to ACS’s Designated Facility is damaged or is suspected to have damage, ACS shall report this to the CUSTOMER immediately. Both Parties shall determine the root cause of the damage for initiation of corrective action. Howsoever caused, ACS shall have the right to charge the CUSTOMER for the cost of repair or replacement of any damaged Component or Material determined to have been caused by the CUSTOMER. ACS shall repair or replace at its expense any damaged Component or Material determined to have been caused by ACS.

For CUSTOMER owned components received by ACS in an insufficient container, ACS will provide a proper container for return shipment. This container will be a separate line item on the invoice. If this container is returned to ACS within thirty (30) days of CUSTOMER receipt, a partial credit will be issued.

Should the CUSTOMER be unable to arrange own transportation and as indicated in this section, CUSTOMER shall reimburse ACS for any and all costs incurred (plus an applicable handling fee) for any Components shipped between any of ACS’s Designated Facilities and the CUSTOMER’s designated facility, as long as such transportation is arranged by ACS upon request from CUSTOMER.

9. TRADE COMPLIANCE

The CUSTOMER acknowledges that ACS will require the CUSTOMER to provide the trade compliance information regarding the Components or Material (e.g. Unit Value, HS Classification Code, Country of Origin and Export Control Classification Number) for the purposes of importing and exporting said items. In the event that the CUSTOMER supplies incorrect trade compliance information, the CUSTOMER agrees to indemnify and hold harmless ACS for any arising expenses, penalties, fines or other costs, and provide ACS with a written statement identifying the error and the corrected information for the purposes of ACS providing to the applicable customs or other regulatory authority.

10. EXPORT CONTROLS

Shipments under this Agreement are subject to all applicable export controls including without limitation the U.S Re-Export Regulations.

The CUSTOMER will be responsible for all of the export formalities in its country of operation i.e. the CUSTOMER will be responsible for obtaining all export licenses / permits, where legally required, for the items to be exported from its country of operation.

ACS will be responsible for the export formalities in the country proper to ACS’s Designated Facility and will be responsible for obtaining all export licenses / permits, where legally required for the items to be exported from its country of operation.

ACS shall not be liable for any damage and/or costs incurred by the CUSTOMER if the delivery of Components or Materials or the performance of its obligations under this Agreement is delayed or deemed to be illegal as a consequence of a government authority refusing to issue an export license / permit or a government authority listing the CUSTOMER as a Denied Person.

CUSTOMER acknowledges its responsibility as an End-User or Broker acting on behalf of an End-User to abide by all applicable laws in respect of export controls as they apply to the part(s), technical document(s) or technology proper to this Agreement herein, including but not limited to not exporting, re-exporting, reselling and/or transferring the part(s), technical document(s) or technology

to (a) any party who is listed by the applicable government as being prohibited from receiving said part(s); or (b) any prohibited destination, end-user or end-use.

Where the export control status of a part, technical document or technology is such that official government authorizations e.g. an export license are specifically required for shipment to a destination identified by CUSTOMER then CUSTOMER agrees to provide in a timely manner any and all assistance or documentation requested by ACS to support the obtaining of the necessary government authorization or to ensure compliance with the applicable laws and regulations for the performance of the Agreement by both ACS and CUSTOMER.

11. WARRANTY

11.1 COVERAGE

a) For the duration of the Warranty Period set forth in Section 11.3 below, ACS warrants that parts or components newly repaired by ACS, will be free of defects of material and workmanship under normal use and service.

b) Parts or components not newly repaired by ACS are sold and conveyed to CUSTOMER "AS IS" without any ACS warranty or certification. To the extent such parts or components carry a contractually assignable warranty of the manufacturer or repair facility of record, ACS will assign such warranty for the benefit of CUSTOMER.

c) Any parts not newly repaired by ACS and which do not carry a contractually assignable warranty of the manufacturer or repair facility of record are sold and conveyed to CUSTOMER "AS IS" in the same condition as received by ACS, and ACS neither implies nor offers any certification or warranty.

11.2 EXCEPTIONS

The following conditions do not constitute a defect under this warranty:

a) Conditions resulting from normal wear and tear.

b) Conditions resulting from improper storage, use or any negligent acts or omissions of CUSTOMER.

c) Conditions resulting from failure to properly install, service, and/or maintain the part and/or component.

d) Conditions resulting from the use of CUSTOMER supplied parts.

e) Conditions resulting from the repair or alteration outside ACS's facility in any way.

f) Conditions resulting from accident or incident or any other sources external to the part at issue, including but not limited to foreign object damage (FOD) or the failure of a part or component other than the part or component newly repaired or overhauled by ACS.

11.3 WARRANTY PERIOD FOR ACS REPAIRED PARTS OR COMPONENTS

a) Three (3) years from date of delivery of part(s) or components or two thousand (2000) flight hours, whichever comes first. Percentage of credit is prorated and will be based on invoice cost of the repair for the specific process and material being warranted.

b) The warranty period applicable to a repaired or replaced part is the remainder of the warranty in effect from the original date of delivery, or the remainder of the original 2000 flight hours, whichever comes first, for the part repaired or replaced. Percentage of credit is Prorated and will be based on invoice cost of the repair for the specific process and material being warranted.

11.4 DISCOVERY AND NOTICE

- a) Any claimed defect must be discovered during the warranty period; and
- b) ACS must receive written notice of the discovery no later than ten (10) days after discovery of the defect. The notice must include sufficient information to substantiate the claim.

11.5 REMEDIES

Remedies for warranty claims are limited to repair or replacement of any part or component. Determination of whether a particular part will be repaired or replaced will be at ACS's sole discretion.

11.6 DISCLAIMER AND LIMITATIONS

ALL PARTS, COMPONENTS AND SERVICES ARE DELIVERED AND SOLD TO CUSTOMER "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AND ACS HEREBY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH 3, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, AIRWORTHINESS, CONDITION, DESIGN, OPERATION, FREEDOM FROM INFRINGEMENT, ABSENCE OF LATENT OR OTHER DEFECTS, QUALITY OF MATERIAL OR WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN. ACS WILL NOT BE LIABLE FOR REMOVAL OR INSTALLATION COSTS, EXPENSES INCURRED FOR REPAIR OR REPLACEMENT OF PRODUCTS RETURNED UNDER WARRANTY, LOST PROFITS, LOSS OF BUSINESS OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES. WITHOUT LIMITING THE FOREGOING CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, ACS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGE ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF THE PRODUCT OR SERVICE UNDER THIS AGREEMENT.

12. TRANSFER OF TITLE

12.1 OUTRIGHT SALES

Title to each Component or Material supplied to the CUSTOMER under this Agreement shall be deemed to have been transferred from ACS to CUSTOMER FCA (INCOTERMS 2020) at ACS's designated facility (unless otherwise instructed by ACS or agreed by the parties). Risk of loss or damage shall pass to the CUSTOMER at shipment.

12.2 EXCHANGES

Title to and risk of loss or damage to each Non-Operational Component returned to ACS by the CUSTOMER shall be deemed to have been transferred from the CUSTOMER to ACS at the time the relevant Non-Operational Component is delivered to ACS's Designated Facility DAP (INCOTERMS 2020). CUSTOMER warrants and agrees that title to each returned Non-Operational Component shall be free of all liens and encumbrances and that it shall deliver to ACS such documents as may be necessary to transfer title and release any liens or encumbrances affecting each Component. Returned Non-Operational Components shall be delivered with current and complete documentation. Non-Operational units must be returned to ACS within twenty-one (21) days from date the exchange unit is delivered to CUSTOMER (proof of shipping documentation required). Daily lease charges shall apply for return times that exceed twenty-one (21) days. For Non-Operational units not returned within thirty (30) days, ACS reserves the right to convert the exchange into an outright sale and will issue an invoice for the new or replacement price of the Component, as applicable. Transfer of ownership of

the outgoing Component (the exchange asset) remains subject to the prior performance by the CUSTOMER of its obligations including the return of the CUSTOMER Non-Operational unit and the full payment of the exchange and interests, if any.

13. INDEMNITY

THE CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ACS GROUP FROM AND AGAINST ANY CLAIM, SUIT, DEMAND, LOSS, DAMAGE, EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) OR LIABILITY THAT MAY RESULT FROM, ARISE OUT OF OR RELATE TO (A) THE CUSTOMER'S BREACH OF ANY AGREEMENT BETWEEN THE CUSTOMER AND ACS; (B) THE CUSTOMER GROUP'S USE OF OR ACCESS TO ANY COMPONENTS AND SUPPORT PROVIDED BY ACS; (C) THE CUSTOMER GROUP'S NEGLIGENCE OR WILFUL MISCONDUCT IN RELATION TO THE COMPONENTS AND SUPPORT PROVIDED BY ACS; (D) THE CUSTOMER GROUP'S LOST PROFITS, LOSS OF BUSINESS OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES IN RELATION TO THE COMPONENTS AND SUPPORT PROVIDED BY ACS; OR (D) INJURY, DEATH OR PROPERTY DAMAGE ARISING WITH RESPECT TO THE AIRCRAFT AND COMPONENT(S), INCLUDING BUT NOT LIMITED TO GROUND RUNS, FLIGHT TESTING OR ACCEPTANCE FLIGHT TESTING OF THE AIRCRAFT, UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF ACS.

FOR THE PURPOSES OF THIS CLAUSE 13, "ACS GROUP" SHALL MEAN (I) ACS, ITS CO-VENTURERS, AND THEIR RESPECTIVE AFFILIATES (ii) ITS AND THEIR RESPECTIVE CONTRACTORS AND SUBCONTRACTORS (OF ANY TIER); (III) ITS AND THEIR RESPECTIVE CUSTOMERS; (IV) ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (INCLUDING AGENCY PERSONNEL) BUT SHALL NOT INCLUDE ANY MEMBER OF THE CUSTOMER GROUP.

FOR THE PURPOSES OF THIS CLAUSE 13, "CUSTOMER GROUP" SHALL MEAN (I) THE CUSTOMER, ITS CO-VENTURERS, AND THEIR RESPECTIVE AFFILIATES (ii) ITS AND THEIR RESPECTIVE CONTRACTORS AND SUBCONTRACTORS (OF ANY TIER); (III) ITS AND THEIR RESPECTIVE CUSTOMERS; (IV) ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (INCLUDING AGENCY PERSONNEL) BUT SHALL NOT INCLUDE ANY MEMBER OF THE ACS GROUP.

14. DELAY

ACS will not be liable for any delay in performance due to causes beyond ACS's reasonable control including, without limitation, embargoes, blockages, seizures or freeze of assets, delays or refusals to grant export or import licenses or the suspension or revocation thereof, or any other acts or omissions of government, fires, floods, severe weather, or any other acts of God, quarantines, labor strikes or lockouts, riots, insurrection, civil disobedience or acts of criminals or terrorists, war, material shortages or delays in delivery by third parties and, in the event of such delay the date of delivery shall be extended for a period of time as may be reasonably necessary to compensate for any such delay.

ACS WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF ANY DELAY. WITHOUT LIMITING THE FOREGOING CUSTOMER AGREES THAT FOR ANY LIABILITY ARISING OUT OF DELAY ACS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGE ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF THE PRODUCT OR SERVICE UNDER THIS AGREEMENT.

15. ENTIRE AGREEMENT, AUTHORITY

Except for ACS's Commercial Proposal referencing this Agreement no statements, negotiations, warranties, course of dealing or usage of trade will be part of the agreement between ACS and CUSTOMER. ACS rejects any of CUSTOMER's inconsistent or additional terms, whether submitted

before or after the terms and conditions herein, in purchase orders or however stated, and such shall not be part of this Agreement, unless specific and explicit references to changes to this Agreement are made in writing by an authorized representative of ACS.

ANYONE SIGNING FOR CUSTOMER REPRESENTS THAT SHE OR HE IS EMPLOYED BY CUSTOMER IN THE CAPACITY INDICATED AND IS UNEQUIVOCALLY AUTHORIZED TO BIND CUSTOMER TO THIS AGREEMENT.

16. PROPRIETARY INFORMATION

Title to and interest in all confidential, proprietary or trade secret information ("Proprietary Information") belonging to any Party or a third party will at all times remain with such Party or such third party. Each Party will treat all Proprietary Information in confidence and use and disclose the same only as specifically authorized by the other Party. Each Party further agrees to notify the other Party immediately upon learning of any unauthorized distribution, disclosure, or use of such other Party's Proprietary Information.

17. GOVERNING LAW & VENUE

These terms and conditions will be interpreted under and governed by the laws of Manitoba Canada, except that Manitoba choice of law rules shall not be invoked for the purpose of applying the law of another jurisdiction. In the event of any dispute or claim, the parties hereby agree that any lawsuit or other legal actions shall be filed in the court of general jurisdiction in the City of Winnipeg, Manitoba, Canada. The parties agree to submit to the jurisdiction of any such court; agree to venue in such court; and waive any defense of forum non conveniens.