



VEGA Instruments Canada, Ltd. General Terms and Conditions of Sale

PURCHASE AGREEMENT

VEGA Instruments Canada Ltd. (“**Seller**”) agrees to sell and provide to the Buyer the products, equipment and parts (collectively, “**Goods**”) and services (“**Services**”) as specified in the order confirmation, subject to the terms and conditions in these Terms and Conditions of Sale (the order confirmation and these Terms of Sale are, collectively, the “**Agreement**”).

PRODUCTION, SHIPPING, DELIVERY

Production. On those orders where approval drawings are required, manufacturing of the equipment will not begin until Seller has received the approved equipment outline drawings. The shipment schedule is subject to change based on the timely receipt of the approved drawings. Any agreements regarding shipping dates will be considered invalid should the delay in shipment be a result of the Buyer not providing the required information for approved drawings to be created in a timely manner. If required, a detailed production schedule can be provided specifying the dates by which the approved drawings must be received by Seller in order to comply with a requested shipment date.

Shipment. Unless otherwise expressly agreed by the Parties in writing, Seller shall select the method of shipment of and the carrier for the Goods.

Late Delivery. Any time quoted for delivery is an estimate only; provided, however, that Seller shall use commercially reasonable efforts to deliver all Goods on or before the requested delivery date.

Transfer of Title. Title to Goods passes to Buyer upon tender of the Goods to the carrier. Receiving, unloading, and storing goods will be the responsibility of the Buyer. The Buyer shall keep the Goods free and clear of all liens, encumbrances, security interests and rights of other persons.

Risk. The Buyer hereby assumes all risk regarding the Goods, including without limitation, risk of loss, theft, damage or destruction (and whether or not insured against) upon delivery of the Goods by Seller to the carrier.

If for any reason, Buyer fails to accept delivery of any of the Goods on the agreed-upon delivery date, or if Seller is unable to deliver the Goods on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (1) Risk of loss to the Goods shall pass to Buyer; (2) The Goods shall be deemed to have been delivered; and (3) Seller, at its option, may store the goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses, including without limitation storage and insurance. If storage is required, Seller is hereby granted a warehouseman’s lien.

DOCUMENTATION/ENGINEERING TIME

The documentation supplied to meet an order’s requirements will consist of Seller’s standardized drawings and documentation. Drawings may be general in nature and used to support a variety of applications. Notes and dimensions in the drawings may or may not be applicable to the user’s specific requirements. Seller reserves the right to charge for additional engineering time required for client-specific modifications or additions to standard drawings and documentation. Multiple revisions of drawings and documentation due to changing client circumstances are subject to additional charges and lead times.



EXPORT

Buyer is solely responsible for compliance with all applicable import and export control laws, in any jurisdiction, relating to the Goods and Services. Buyer shall undertake all necessary actions to comply with such laws, including, but not limited to, processing of all necessary customs procedures, payment of import/export duties and import/export taxes, completion and maintenance of documentation and provision of accurate information to all customs authorities. Buyer shall indemnify and hold harmless Seller against all damages, costs, expenses and attorney's fees arising from or alleged to arise from any violation, alleged violation, or failure to comply with, the terms of this provision by Buyer or any person for whom Buyer may be responsible.

Seller reserves the right to withdraw a quotation or cancel an order at any time without the incurrance of penalties or damages if, at Seller's sole discretion, the export or re-export of any item on such quotation or order would violate any applicable import and export control laws. Seller may terminate this agreement if any governmental authority imposes any penalties on goods.

INSPECTION OF WORK IN PROGRESS

Seller requires two weeks' notice for all inspections to be conducted at a site specified by the Seller. Unless previously quoted otherwise, all expenses for the initial inspection shall be borne by Buyer.

EXPEDITING/REPORTING

Monthly progress reports will be provided only with prior agreement by Seller.

INSPECTION/REJECTION OF NON-CONFORMING GOODS

Buyer shall promptly inspect the Goods upon receipt. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any non-conforming goods within ten (10) days of the delivery of the goods and furnishes such written evidence or other documentation as required by Seller. Non-conforming goods means any item that does not match the documentation or quantity stated in the Buyer's purchase order.

If Buyer timely notifies Seller of any non-conforming goods, Seller shall, in its sole discretion:

1. Replace such nonconforming goods with conforming goods, or
2. Credit or refund the price for each nonconforming item together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith.

With prior authorization, Buyer shall ship the non-conforming goods to Seller's facility. If Seller exercises its option to replace non-conforming goods, Seller shall, after receiving Buyer's shipment of non-conforming goods, ship to Buyer, at Seller's expense and risk of loss, the replaced goods.

INSTALLATION/SERVICE

Goods are installed by Buyer's personnel, and under some circumstances may be calibrated and put into service by Buyer. If Seller is required to be on-site during installation, a separate charge is included in the quotation. Buyer's terms and conditions for on-site service must be negotiated prior to acceptance of any equipment order.

PRICING AND PAYMENT TERMS

Price of Goods and Services: The price for Goods shall be the price set out in the order confirmation. The price of the Goods is exclusive of all costs and charges of packaging, insurance, and transport of the Goods.



The price for Services shall be based either on a time and materials basis or a quoted lump sum basis and shall be calculated in accordance with Seller's standard fee rates and service rate schedule, which is available upon request.

Buyer will pay, in addition to the stated prices, all charges for transportation of Goods and any applicable sales, service, use and excise taxes and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, or territorial governmental or regulatory authority on any amounts payable by Buyer hereunder.

Invoices are payable within forty-five (45) days from the invoice date unless otherwise approved in writing by Seller. If at any time the financial condition of the Buyer does not warrant shipment of product on the above terms (in the sole judgment of Seller), Seller may require full or partial payment prior to shipment. **TIME IS OF THE ESSENCE FOR SUCH PAYMENT OBLIGATIONS.** In the case of delay in payment, Seller may charge Buyer interest on the overdue amounts including all amounts due pursuant to this clause from the date such amount became due at the rate of 1.5% per month, and Buyer will be liable for all of Seller's costs and expenses to collect such overdue payments.

The following items are critical and Seller may elect to tie payments to any or all of these milestones:

- Buyer receipt of approval drawings
- Completion of manufacturing
- Delivery of major component
- Buyer receipt of all required documentation

Unless otherwise stated, all stipulated amounts shall be in CAD dollars.

Seller shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller.

CONFIDENTIAL INFORMATION

"Confidential Information" means all documents, information, technology and data disclosed or furnished in any connection with this Agreement by Seller to Buyer prior to or after the date of this Agreement, directly or indirectly, whether in oral, written, graphic, video, machine-readable or other form that is either marked or identified (in writing or orally) as being confidential or proprietary or that the receiving Party can reasonably conclude or ought to know is confidential or proprietary to the other Party. Confidential Information does not include information that Buyer can demonstrate by contemporaneous written records: (a) is or becomes generally available to the public through no breach of this Agreement by Buyer; (b) was rightfully known to Buyer without confidentiality obligations prior to disclosure by Seller; (c) is independently developed by Buyer without use of or reference to Seller's Confidential Information; or (d) is rightfully obtained by Buyer from a third party without breach of any confidentiality obligation.

Ownership and Obligations. Buyer shall: (i) use the Confidential Information of Seller solely as necessary for its internal business purposes in connection with its operation and use of the Goods and Services as permitted by this Agreement; (ii) protect Confidential Information with at least the same degree of care it uses to protect its own similar information, but no less than reasonable care; (iii) restrict access to Confidential Information to Seller's officers, directors, employees, agents and professional



advisors to the extent that such disclosure is necessary for the performance of its duties and obligations or the exercise of any rights or privileges granted under this Agreement (“**Authorized Persons**”); (iv) remain responsible for any breach of this Section by any of its Authorized Persons. Buyer acknowledges and agrees that the Confidential Information it may receive from Seller is the sole and exclusive property of Seller.

Return/Destruction. Upon Seller’s request and in any event upon expiration or termination of this Agreement, Buyer shall promptly cease using and return or destroy all Confidential Information and all copies, notes, and extracts thereof, in any form or medium, and certify in writing its compliance.

INTELLECTUAL PROPERTY RIGHTS

Buyer acknowledges and agrees that:

- (a) Seller (or its licensors) will retain all intellectual property rights used to create, embodied in, used in, and otherwise relating to the Goods and any of their component parts;
- (b) any and all Seller's intellectual property rights are the sole and exclusive property of Seller or its licensors;
- (c) Buyer shall not acquire any ownership interest in any of Seller's intellectual property rights under this Agreement;
- (d) any goodwill derived from the use by Buyer of Seller's intellectual property rights inures to the benefit of Seller or its licensors, as the case may be;
- (e) if Buyer acquires any intellectual property rights in or relating to any Good purchased under this Agreement (including any rights in any trademarks, derivative works, or patent improvements relating thereto), by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either Party.

LIMITED WARRANTY

Seller warrants to Buyer that, during the period that commences on the date of shipment from Seller and for twenty-four (24) months] thereafter (“Warranty Period”), the Goods shall conform, in all material respects, to the documentation and be free from significant defects in materials and workmanship. Any product warranty claim must be filed during the Warranty Period.

The foregoing warranty claim does not apply to or cover:

- (a) Goods that have been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any oral or written instructions issued by Seller;
- (b) Goods that have been reconstructed, repaired, altered by persons other than Seller or its authorized representatives;
- (c) Goods that have been used with any third-party products, hardware or product that has not been previously approved by Seller;
- (d) Buyer makes further use of any Goods after giving notice of a product warranty claim in relation to those Goods;



- (e) if the defect arises because of errors in Buyer's drawings or specifications on which Seller has relied on in manufacturing the Goods;
- (f) arising from reasonable wear and tear and deterioration;
- (g) arising from Buyer's negligence or willful damage;
- (h) if Buyer alters or repairs such Goods without the prior written consent of Seller; or
- (i) any other acts or occurrences that are not the fault of Buyer

Installation or startup of Seller's equipment must be performed under adherence to Seller's instruction manuals, wiring diagrams, etc., or performed under the direct supervision of Seller's field service personnel in order to be covered by this warranty.

Goods manufactured by a third party may constitute, be contained in, incorporated into, attached to or packaged together with the products. Third party products are not covered by this warranty.

Any work performed on Seller's equipment by anyone other than an authorized factory representative voids the warranty.

Seller's liability under the foregoing warranty (at its option) shall be limited to repair or replacement of such defective Good(s), upon proof of defect satisfactory to Seller. After receiving a notice of a potential warranty claim, Seller reserves the right to examine such defective Good(s). If requested to do so by Seller, Buyer will return such Goods to a site specified by the Seller at Seller's cost for the examination to take place.

Seller shall not be obligated to perform Services as a result of malfunctions of the Goods caused by: (i) the acts of persons other than Seller; (ii) inadequate facilities of Buyer; (iii) systems or equipment outside Seller's control (such as those provided by vendors of utilities); (iv) alterations to the Goods made by a party other than the Seller.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. SELLER EXPRESSLY DISCLAIMS AND EXCLUDES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, REPRESENTATIONS, PROMISES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER USED SINGLY OR IN COMBINATION WITH OTHER MACHINERY AND MATERIAL OR AS A SYSTEM OR PART THEREOF) OR ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY, DURABILITY, COMPATIBILITY, OPERATION OR USE OF THE GOODS OR THAT THE GOODS OR SERVICES WILL MEET BUYER'S REQUIREMENTS OR THAT ANY OR ALL DEFECTS WILL BE CORRECTABLE BY SELLER.

LIMITATION OF LIABILITY

IN NO EVENT AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW SHALL SELLER, ITS SHAREHOLDERS, AFFILIATES, THIRD-PARTY CONTRACTORS, SUPPLIERS AND AGENTS AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY THE "**SELLER PARTIES**") BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, IN RESPECT OF LOSS OF PROFIT OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, COSTS OF DELAY, LOSS OF TIME OR INCONVENIENCE OR COSTS OF PROCURING SUBSTITUTE PRODUCTS) EVEN IF SUCH DAMAGES ARE FORESEEABLE OR THE SELLER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER PARTIES' TOTAL LIABILITY AND OBLIGATION IN THE

AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THIS AGREEMENT, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND, REGARDLESS OF THE CAUSE OR FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED AND SHALL NOT EXCEED THE ACTUAL PRICE PAID BY BUYER FOR THE GOODS AND SERVICES THAT ARE THE SUBJECT OF THE CLAIM. All disclaimers and limitations set forth herein shall apply regardless of the nature of any cause of action or demand (including, but not limited to breach of contract, breach of warranty, negligence, strict liability, tort or any other cause of action) and shall survive a fundamental breach or breaches and/or failure of the essential purpose of this Agreement or any remedy contained herein.

INDEMNIFICATION

The Buyer hereby agrees to indemnify and hold harmless the Seller Parties and their successors and assigns from and against all liabilities, obligations, costs, losses, demands, actions, proceedings, claims, damages and penalties (including, without limitation, all legal costs and costs of enforcement) incurred or suffered by any of the Seller Parties and arising out of or relating to the Buyer’s performance or breach of this Agreement or Buyer’s purchase, possession, use, operation or re-sale of Goods.

CHANGES

If Buyer directs changes which affect the drawings or documentation; quantities ordered; delivery schedule; method of shipment or packing; or place of delivery, such changes must be in writing and signed by both Parties. Seller reserves the right to an equitable adjustment in the pricing or delivery of the order, which will be agreed to by both Parties before further work is performed on the order. If a change order has been entered and agreed to, the previous order will be considered a cancelled order and subject to the cancellation fees set out in **Table 1: Cancellation Fee Schedule**.

CANCELLATION

Buyer may cancel upon written consent of Seller, but Seller is entitled to reasonable cancellation charges, including but not limited to labor, material and overhead expense. Cancelled orders and shipments for Goods and Services are subject to the cancellation fees set out in **Table 1: Cancellation Fee Schedule**.

Table 1: Cancellation Fee Schedule

Type of Services or Goods	Receipt by Seller of written cancellation request	Cancellation fee to be paid by Buyer
For Goods manufactured by Seller (excluding software-related products)	between the date of order confirmation and the time of order released for manufacturing	10% of the price
	order is in any stage of production	50% of the price
	order is complete and ready for shipment	100% of the price
For any Services	during 24 hours before the schedule time of performance (each, a “ Planned Day ”) of such Services	The price of the Services plus any additional indirect or direct costs incurred by the Seller in good faith reliance upon the Order Confirmation related to such Services.



TERMINATION

Seller's Right to Terminate. Seller may terminate this Agreement, by providing notice to Buyer:

- (a) if Buyer fails to pay any amount when due under this Agreement;
- (b) if Buyer is in breach of, or threatens to breach, any representation, warranty, condition, or covenant of Buyer under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time under the circumstances
- (c) if Buyer:
 - (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - (ii) files an application for voluntary bankruptcy;
 - (iii) has a bankruptcy order made against it or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
 - (iv) seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts;
 - (v) makes or seeks to make a general assignment for the benefit of its creditors; or
 - (vi) applies for or has an interim receiver, receiver, receiver-manager, trustee, monitor, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
- (d) if Buyer defaults under any other agreement to which Seller and Buyer are parties;
- (e) for any reason whatsoever without penalty following thirty (30) days' written notice to Buyer.

Effect of Termination.

Upon termination of this Agreement:

- (a) all indebtedness of Buyer to Seller under this Agreement, any other agreement or otherwise, of any kind, shall become immediately due and payable to Seller, without further notice to Buyer; and
- (b) Buyer shall promptly cease using and return or destroy all Confidential Information and all copies, notes, and extracts thereof, in any form or medium, and certify in writing its compliance if requested by Seller.

Termination of the Agreement will not affect any rights or obligations of the Parties that:

- (a) come into effect upon or after termination or expiration of this Agreement; or
- (b) otherwise survive the expiration or earlier termination of this Agreement and were incurred by the Parties before such expiration or earlier termination.

Any notice of termination under this Agreement automatically operates as a cancellation of any deliveries of Goods to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Goods had been accepted by Seller.

Seller will not be liable to Buyer for any damage of any kind (whether direct or indirect) incurred by Buyer



solely by reason of the termination of this Agreement.

Termination of this Agreement will not constitute a waiver of any of Seller's rights or remedies under this Agreement, at law, in equity or otherwise.

ENTIRE AGREEMENT AND AMENDMENT

This Agreement, together with any other documents incorporated herein by reference including any applicable order confirmation forms, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, proposals, promises, inducements, representations, conditions, warranties, understandings, purchase or sales orders, negotiations and discussions, whether oral or written, of the parties. Any modification, amendment, supplement or other change to this Agreement must be in writing and signed by duly authorized representatives of the parties. As used herein, the term "**Agreement**" shall include any such future modifications, amendments, supplements or other changes hereto. No terms or conditions which may be confined in Buyer's order confirmation forms, purchase orders or any other document not agreed to in writing by Seller shall bind Seller unless such order form is signed by an authorized representative of Seller. In the event of any inconsistencies or conflicts between the terms of this Agreement and the terms of any order confirmation forms or other documents attached to or relating to this Agreement, the terms of this Agreement will prevail.

NOTICES

Any notices, consents, requests or other communications required or permitted by this agreement shall be in writing and shall be personally delivered or sent by certified mail (postage prepaid, return receipt requested) or recognized overnight delivery service with a system for tracking deliveries (fees prepaid), to the addresses set forth below (or to such other address as a party may from time to time designate in writing to the other party), or sent by email to an authorized signatory set forth below (or to such other email address as a party may time to time designate in writing to the other party). Notices shall be deemed to have been given when personally delivered, three (3) full business days after being sent by certified mail, or when delivered according to the tracking system of a recognized overnight delivery carrier, or, in the case of email, on the date of transmission if sent during the recipient's normal business hours (or on the next business day if sent outside of such hours), provided that no notice of delivery failure is received by the sender.

FORCE MAJEURE

In no event shall Seller be liable to Buyer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Seller's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, epidemics, pandemics, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo (each, a "**Force Majeure Event**").

WAIVER

No waiver by Seller of any of the provisions of this agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this agreement 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.

SEVERABILITY

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

ASSIGNMENT

Buyer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Seller. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

LANGUAGE

The Parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

GOVERNING LAW

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits are governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. For the purposes of all legal proceedings, this Agreement will be deemed to have been made and performed in the Province of Ontario and the courts of the Province of Ontario will have exclusive jurisdiction to entertain any action arising under this Agreement. Each Party hereby attorns to the jurisdiction of the courts sitting in the City of Toronto, Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

DISPUTE RESOLUTION

Any dispute which is not settled by agreement between the Parties may be settled by appropriate legal or equitable proceedings. It is understood and agreed that if any such dispute is litigated, it shall be for the purpose of obtaining a judicial determination of the question of law and/or fact which is fair and reasonable. Pending such judicial determination, both parties shall proceed with the transaction as agreed.

EQUITABLE RELIEF

The Buyer acknowledges and agrees that a breach or threatened breach by Buyer of any of its obligations under CONFIDENTIAL INFORMATION or INTELLECTUAL PROPERTY RIGHTS would cause Seller irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Seller will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.