

IVONNE™ Supplier Purchase Order Agreement

The provisions in this *Supplier Purchase Order Agreement* and Policies are in addition to the *Buyer's* rights as a consumer, business, or legal entity.

IMPORTANT NOTICE - READ CAREFULLY BEFORE FULFILLING ANY PURCHASE ORDERS

The *Supplier* is fulfilling a *Purchase Order* for a product or service - what's next? The *Buyer* wants the *Supplier* to understand (and it is in the *Supplier's* best interest to know) what the terms of *Purchase Orders* are, the limitations, the *Supplier's* obligations and responsibilities. Please take the time to read through this *Purchase Order* Agreement before the *Supplier* takes payment, fulfills, or delivers a product or service. Bolded and italicized terms are defined in this agreement.

Each *Purchase Order* placed by the *Buyer* for goods and/or services is subject to these standard purchase terms and the terms of the applicable *Purchase Order*, and is conditional upon *Supplier's* agreement to such terms. *Supplier* shall be deemed to have agreed to be bound by such terms by accepting the *Purchase Order*, accepting or taking payment, delivering the goods, and/or performing the services.

1. Definitions

In these Standard Purchase Terms, the following definitions apply:

- A. “*Agreement*” or “*Purchase Order Agreement*” means the agreement between *Supplier* and *Buyer* for the purchase and sale of Goods and/or Services.
- B. “*Buyer*” means the IVONNE, Inc. or IVONNE BEAUTY LIVE, Inc. (“IVONNE”)
- C. “*Deliverable*” means any deliverable or other product or result from Services that is referred to in a *Purchase Order*, and any related materials, data, documentation, and includes any Intellectual Property Rights developed by *Supplier* pursuant to such *Purchase Order*.
- D. “*Delivery Date*” means the date of delivery for Goods or performance of Services as specified in a *Purchase Order*.
- E. “*Delivery Point*” means inside the unit location (0116-320 Queen Street, Ottawa ON K1R 5A3) or as identified by *Buyer* in the *Purchase Order* to which the *Supplier* is to deliver Goods and/or perform the services, or such other delivery area or point which is specified in writing by *Buyer*. Delivery point does not include public or common areas, near or outside the unit entrance.
- F. “*Goods*” means the goods that are required to be delivered by *Supplier* pursuant to a *Purchase Order*, and include all materials, component parts, packaging and labelling of such goods.
- G. “*Intellectual Property Rights*” means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.

- H. **“Purchase Order” or “Order”** means the purchase request between **Buyer** and **Supplier** for the purchase and sale of **Goods** and/or **Services**, to which these Standard Purchase Terms are attached or are incorporated by reference. A purchase order includes any of the following purchase request formats:
- i) Email and/or electronic communication order request
 - ii) Purchases made via an online portal, or shopping cart
 - iii) Telephone order requests
 - iv) Items or services purchased at a point of sale, or in person
- I. **“Receipt of Delivery”** means having physically and materially received all of the ordered items on site at the business location as confirmed by an employee or agent of the **Buyer**. (Note Security Guards, Crown Property Management employees are not considered an agent of the **Buyer** for the purposes of receipt of delivery.
- J. **“Services”** means any services to be provided by Supplier to Buyer pursuant to a Purchase Order.
- K. **“Specifications”** means the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Purchase Order. Specifications also include: (a) documentation published by Supplier relating to the Goods or Services; (b) operational and technical features and functionality of the Goods or Services; (c) standards or levels of service performance for Services; and (d) Buyer business requirements that are expressly set out in a Purchase Order.
- L. **“Supplier”** means the party indicated on the face page of the Purchase Order that is contracting with Buyer for the purchase and sale of Goods and/or Services.
- M. **“Supplier Proposal”** means any acknowledgement, estimate, quote, offer to sell, invoice, or proposal of Supplier relating to the supply of Goods and/or Services to Buyer, including any delivered in connection with a request for quotations, request for proposal or similar process initiated by Buyer.
- N. **“Warranty Period”** means in respect of any Goods or Services, the longer of: (i) the express written warranty period provided by Supplier for the Goods or Services; and (ii) the period commencing on the date of Acceptance of such Goods or Services and ending on the date that is one (1) year from that date.

2. Agreement

The Agreement consists only of: (a) these Standard Purchase Terms; (b) the applicable **Purchase Order**; and (c) any **Specifications** or other documents expressly referenced in the **Purchase Order**. Any reference in the **Purchase Order** to any **Supplier Proposal** is solely for the purpose of incorporating the descriptions and **specifications** of the **Goods** and/or **Services** contained in the Proposal, and only to the extent that the terms of the **Supplier Proposal** do not conflict with the descriptions and **Specifications** set out in the **Purchase Order**. **Buyer’s** acceptance of, or payment for, **Goods** and/or **Services** will not constitute **Buyer’s** acceptance of any additional or different terms in any **Supplier Proposal**, unless otherwise accepted in writing by **Buyer**. If there is any conflict or inconsistency between the documents constituting the **Agreement**, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this Section 2.

3. Origin of Purchase Orders

Supplier agrees to fulfill only those **Purchase Orders** or **Services** requests from employees, or authorized persons of IVONNE, Inc, IVONNE BEAUTY LIVE, Inc. (“IVONNE”) and which originate from the following email domains: ivonnesanchez.com or ivonne.ca, or ivonnebeauty.live.

Supplier agrees not to ship orders to anywhere other than 0116-320 Queen Street, Ottawa ON K1R 5A3, unless expressly instructed to do so in writing from Ivonne Sanchez or Chris Cascanette.

4. Delivery of Goods and Services

Supplier agrees to supply and deliver the **Goods** to **Buyer** and to perform the **Services**, as applicable, on the terms set out in this **Agreement**.

- A. **Supplier** shall, at its own expense, pack, load, and deliver **Goods** to the **Delivery Point** and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the **Purchase Order** or otherwise provided to **Supplier** by **Buyer** in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable **Purchase Order** or otherwise agreed to in writing by **Buyer**.
- B. Time is of the essence with respect to delivery of the **Goods** and performance of **Services**. **Goods** shall be delivered and **Services** performed by the applicable **Delivery Date**. **Supplier** must immediately notify **Buyer** if **Supplier** is likely to be unable to meet a **Delivery Date**. At any time prior to the **Delivery Date**, **Buyer** may, upon notice to **Supplier**, cancel or change a **Purchase Order**, or any portion thereof, for any reason, including, without limitation, for the convenience of **Buyer** or due to failure of **Supplier** to comply with this **Agreement**, unless otherwise noted.
- C. Title and risk of loss or damage shall pass to **Buyer** upon receipt of **Goods** at the **Delivery Point**, unless otherwise agreed to by the **Buyer** in writing. **Buyer** has no obligation to obtain insurance while **Goods** are in transit from **Supplier** to the **Delivery Point**.
- D. **Supplier** shall follow all instructions of **Buyer** and cooperate with **Buyer's** customs broker as directed by **Buyer** (including by providing requested shipping documentation) with respect to all **Goods** that originate from sources or **Suppliers** based outside Canada. **Supplier** shall comply with all the requirements of the Canada Border Services Agency (or any successor organization) with respect to the importation of **Goods** from outside Canada.
- E. **Notification of Cosmetics and Drugs in Canada**
As per section 30 of the Canadian Cosmetic Regulations, manufacturers and importers must notify Health Canada within 10 days after they first sell a cosmetic in Canada. Failure to notify may result in a product being denied entry into Canada or removed from sale.

Also, as per section 31 of the Cosmetic Regulations, whenever a change affecting the information on a Cosmetic Notification Form (CNF) is made, manufacturers or importers must amend the CNF and resubmit to Health Canada. Some examples of changes include:

- modification of the cosmetic formulation
- change of product name
- discontinuation of sale
- new company name, address or contact information

More information can be found on Health Canada website [here](#).

- i) **Canadian Suppliers:** **Supplier** warrants that for every SKU supplied to the **Buyer** that **Supplier** has filed all appropriate Cosmetic and/or Drug Notification Forms through the Consumer Safety Directorate at Health Canada (or any successor organization) with respect to the importation or sale of **Goods** inside Canada which could meet the classification criteria for Cosmetics or Drugs; and that

Health Canada has accepted its Notifications through the issuance of a Cosmetic Notification Number or Drug Identification Number. **Supplier** further agrees to provide these same Cosmetic Notification Form or Drug Identification Numbers to the **Buyer** for its own records, or make them available upon request.

- ii) **Suppliers Outside of Canada:** **Supplier** agrees that for every SKU supplied to the **Buyer** that **Supplier** has already, or will support the filing of all appropriate Cosmetic and/ or Drug Notification Forms through the Consumer Safety Directorate at Health Canada (or any successor organization) with respect to the importation of **Goods** from outside Canada which could meet the classification criteria for Cosmetics or Drugs; or that Health Canada has already accepted its Notifications through the issuance of a Cosmetic Notification Number or Drug Identification Supplier and agrees to provide these same Cosmetic Notification Form or Drug Identification Numbers for the **Buyer's** own records.
- F. **Supplier** agrees to provide to **Buyer** any Safety Data Sheets (MSDS) for each SKU fulfilled, and provide any updated MSDS in connection with any changes to the data.
- G. **Supplier** shall directly, or through its shipping or courier agent check in with the Place de Ville security desk at 112 Queen Street upon arrival, or in advance of its arrival, to coordinate any shipping dock requirements.
- H. **Supplier** agrees to fulfill each order completely before shipping, and avoid any unnecessary partial orders without first obtaining the express written consent of the buyer.

5. Inspection; Acceptance and Rejection

- A. All shipments of **Goods** and performance of **Services** shall be subject to **Buyer's** right of inspection. **Buyer** shall have ninety (90) days (the "Inspection Period") following the delivery of the **Goods** at the **Delivery Point** or performance of the **Services** to undertake such inspection, and upon such inspection **Buyer** shall either accept the **Goods** or **Services** ("Acceptance") or reject them. **Buyer** shall have the right to reject any **Goods** that are delivered in excess of the quantity ordered or are damaged or defective. In addition, **Buyer** shall have the right to reject any **Goods** or **Services** that are not in conformance with the Specifications or any term of this Agreement. Transfer of title to **Buyer** of **Goods** shall not constitute **Buyer's** Acceptance of those **Goods**. **Buyer** shall provide **Supplier** within the Inspection Period notice of any **Goods** or **Services** that are rejected, together with the reasons for such rejection. If **Buyer** does not provide **Supplier** with any notice of rejection within the Inspection Period, then **Buyer** will be deemed to have provided Acceptance of such **Goods** or **Services**. **Buyer's** inspection, testing, or **Acceptance** or use of the **Goods** or **Services** hereunder shall not limit or otherwise affect **Supplier's** warranty obligations hereunder with respect to the **Goods** or **Services**, and such warranties shall survive inspection, test, Acceptance and use of the **Goods** or **Services**.
- B. **Buyer** shall be entitled to return rejected **Goods** to **Supplier** at **Supplier's** expense and risk of loss for, at **Buyer's** option, either: (i) full credit or refund of all amounts paid by **Buyer** to **Supplier** for the rejected **Goods**; or (ii) replacement **Goods** to be received within the time period specified by **Buyer**. Title to rejected **Goods** that are returned to **Supplier** shall transfer to **Supplier** upon such delivery and such **Goods** shall not be replaced by **Supplier** except upon written instructions from **Buyer**. **Supplier** shall not deliver **Goods** that were previously rejected on grounds of non-compliance with this **Agreement**, unless delivery of such **Goods** is approved in advance by **Buyer**, and is accompanied by a written disclosure of **Buyer's** prior rejection(s).

6. Price/Payment Terms

Prices for the **Goods** and/or **Services** will be set out in the applicable **Order**. Price increases or charges not expressly set out in the **Purchase Order** shall not be effective unless agreed to in advance in writing by **Buyer**. **Supplier** will issue all invoices on a timely basis. All invoices delivered by **Supplier** must meet **Buyer's** requirements, and at a minimum shall reference the applicable **Purchase Order**. **Buyer** will pay the undisputed portion of properly rendered invoices thirty-five (35) days from the invoice date. **Buyer** shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this **Agreement** nor shall any interest be charged on such amounts. Notwithstanding the foregoing, **Buyer** agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.

7. Taxes

Unless otherwise stated in a **Purchase Order**, all prices or other payments stated in the **Purchase Order** are exclusive of any taxes. **Supplier** shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). **Buyer** will pay all applicable taxes to **Supplier** when the applicable invoice is due. **Supplier** will remit all applicable taxes to the applicable government authority as required by applicable laws. Notwithstanding any other provision of this **Agreement**, **Buyer** may withhold from all amounts payable to **Supplier** all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws.

8. Hazardous Materials

Supplier agrees to provide, upon and as requested by **Buyer**, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any **Goods**, and/or of any process used to make, assemble, use, maintain or repair any **Goods**; or (b) all reasonably necessary documentation to verify that any **Goods** and/or any process used to make, assemble, use, maintain or repair any **Goods**, do not contain, and the **Services** do not require the use of, any particular hazardous substances specified by **Buyer**.

9. Legal Compliance; Workplace Safety

In carrying out its obligations under the **Agreement**, including the performance of **Services**, **Supplier** shall at all times comply with all applicable all federal, provincial, and municipal laws, regulations, standards, and codes. **Supplier** shall be at all times registered with the workplace safety and insurance board under the Ontario Workplace Safety and Insurance Act, 1997 and shall maintain its workers' compensation accounts in good standing, and provide **Buyer** with evidence of good standing upon request. **Supplier** shall obtain all applicable permits, licences, exemptions, consents and approvals required for the **Supplier** to manufacture and deliver the **Goods** and perform the **Services**. The **Supplier** shall at all times also comply and ensure all persons for whom it is responsible shall comply with all **Buyer's** policies, rules, regulations, restrictions, guidelines, directives and orders when on the **Buyer's** premises, all of which can be found online at www.ivonnesanchez.com.

- A. **Product Warranties.** **Supplier** warrants to **Buyer** that during the **Goods Warranty Period** all **Goods** provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by **Buyer**, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the **Specifications**; (vi) free from any liens or encumbrances on title

whatsoever; (vii) in conformance with any samples provided to **Buyer**; and (viii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.

- B. **Service Warranties.** **Supplier** shall perform all **Services**: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provided providing services under the same or similar circumstances as the **Services** under this **Agreement**; (ii) in accordance with all **Specifications** and all **Buyer** policies, guidelines, by-laws and codes of conduct applicable to **Supplier**; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the **Services**. **Buyer** may object to any of the **Supplier's** personnel engaged in the performance of **Services** who, in the reasonable opinion of **Buyer**, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the **Supplier** shall promptly remove such personnel from the performance of any **Services** upon receipt of such notice, and shall not re-employ the removed person in connection with the **Services** without the prior written consent of **Buyer**.
- C. **Intellectual Property Warranty.** **Supplier** further warrants to **Buyer** that at all times all **Goods** and or **Services** (including any Deliverables) will not be in violation of or infringe any **Intellectual Property Rights** of any person or entity.
- D. **Manufacturer Warranties.** **Supplier** shall assign to **Buyer** all manufacturer's warranties for **Goods** not manufactured by or for **Supplier**, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to **Buyer**.

10. Warranty Remedies

- A. In the event of breach of any of the warranties in Section a or 10.b, and without prejudice to any other right or remedy available to **Buyer** (including **Buyer's** indemnification rights hereunder), **Supplier** will, at **Buyer's** option and **Supplier's** expense, refund the purchase price for, or correct or replace the affected **Goods**, or re-perform the affected **Services**, within 10 day(s) after notice by **Buyer** to **Supplier** of warranty breach. All associated costs, including costs of re-performance, costs to inspect the **Goods** and/or **Services**, transport the **Goods** from **Buyer** to **Supplier**, and return shipment to **Buyer**, and costs resulting from supply chain interruptions, will be borne by **Supplier**. If **Goods** are corrected or replaced or **Services** are re-performed, the warranties in Section 10.a will continue as to the corrected or replaced **Goods** for a further **Goods Warranty Period** commencing on the date of **Acceptance** of the corrected or replaced **Goods** by **Buyer**. If **Supplier** fails to repair or replace the **Product** within the time periods required above, **Buyer** may repair or replace the **Goods** at **Supplier's** expense.
- B. In the event that any **Goods** provided by **Supplier** to **Buyer** are subject to a claim or allegation of infringement of **Intellectual Property Rights** of a third party, **Supplier** shall, at its own option and expense, without prejudice to any other right or remedy of **Buyer** (including **Buyer's** indemnification rights hereunder), promptly provide **Buyer** with a commercially reasonable alternative, including the procurement for **Buyer** of the right to continue using the **Goods** in question, the replacement of such **Goods** with a non-infringing alternative satisfactory to **Buyer**, or the modification of such **Goods** (without affecting functionality) to render them non-infringing.
- C. In the event that any of the ingredients, ingredient concentrations (or ranges) change in any of the products **Supplier** agrees to notify the **Buyer** in advance, and to update its Cosmetic Notification or Drug Identification Notifications with Health Canada (or any successor organization) with respect to the importation of Cosmetic or Drug Goods from outside Canada.

- D. **Supplier** agrees to notify **Buyer** of any product recalls, at any and all levels, namely retail or consumer level, voluntary, or mandated and that any affected products are refundable in full or replaceable, at the option of the **Buyer**.
- E. **Supplier** agrees to maintain the **Buyer's** account in an open status perpetually, even during periods of inactivity, unless **Supplier** provides advanced written notice to the **Buyer** that the account has moved to a closed or dormant status.

11. Intellectual Property Rights

All **Intellectual Property Rights** in and to each Deliverable shall vest in **Buyer** free and clear of all liens and encumbrances on receipt of payment by **Supplier** for each Deliverable. To the extent that any Deliverables contain any intellectual property of **Supplier**, **Supplier** hereby grants to **Buyer** a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Deliverables. **Supplier** agrees to provide to **Buyer** all assistance reasonably requested by **Buyer** to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in **Buyer** and its successors and assigns.

12. Confidentiality

Supplier shall safeguard and keep confidential any and all information relating to **Buyer** obtained by it or provided to it by **Buyer** in connection with this **Agreement**, and shall use such information only for the purposes of carrying out its obligations under this **Agreement**. Supplier agrees to notify **Buyer** of any breach of confidentiality, or potential breach of confidentiality or loss or exposure of any **Buyer's** data to unauthorized third parties.

13. Endorsements and Promotions of Buyer

Supplier agrees that it may list the **Buyer** in its online directory of service providers in connection with equipment purchases. **Supplier** agrees not to use **Buyer's** name, logo or branding in any marketing or for any other purpose to position itself in the marketplace as being advantageous, and that the **Buyer's** goodwill should not be used in its own marketing without the express and written consent of the **Buyer**.

14. Insurance

Supplier represents and warrants to **Buyer** that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to the **Goods** and **Services** provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors' equipment insurance, and automobile liability insurance). In addition, **Supplier** will take out and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by **Buyer** from time to time. **Supplier** will promptly deliver to **Buyer**, as and when requested, written proof of such insurance. If requested, Buyer will be named as an additional insured under any such policies. If requested by **Buyer**, such insurance will provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under this **Agreement**, without the insurer providing at least 30 days prior written notice to **Buyer**.

15. Indemnities

Supplier shall indemnify, defend and hold harmless **Buyer**, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the “Buyer Indemnified Parties”) from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the **Buyer** Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the **Goods** or **Services**, or from the failure of the **Goods** or **Services** to comply with the warranties hereunder; (b) any claim that the **Goods** or **Services** infringe or violate the **Intellectual Property Rights** or other rights of any person; (c) any intentional, wrongful or negligent act or omission of **Supplier** or any of its **Affiliates** or subcontractors; (d) **Supplier’s** breach of any of its obligations under this **Agreement**; or (e) any liens or encumbrances relating to any **Goods** or **Services**.

16. Limitation of Liability

EXCEPT FOR **SUPPLIER’S** OBLIGATIONS UNDER SECTION 16, AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THIS **AGREEMENT**.

17. Independent Contractors

Supplier will perform its obligations under the **Agreement** as an independent contractor and in no way will **Supplier** or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of **Buyer**. **Supplier** and its employees will have no authority to represent **Buyer** or its Affiliates or bind **Buyer** or its Affiliates in any way, and neither **Supplier** nor its employees will hold themselves out as having authority to act for **Buyer** or its Affiliates.

18. Further Assurances

The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this **Agreement** and every part thereof.

19. Entire Agreement, Amendments

This **Purchase Order Agreement** (“Agreement”) contains the entire agreement between the parties with respect to the subject matter of this **Agreement** and there are no other agreements, promises, or understandings, oral or written, between the parties in respect of this subject matter. This **Agreement** may be amended only by written agreement between the **Supplier** and **Buyer**. No electronic communications between the parties will have the effect of amending this **Agreement**. No provisions of this **Agreement** shall be deemed to have been waived by the **Buyer** or the **Supplier** unless such waiver is in writing signed by such party. If either the **Buyer** or the **Supplier** excuses or condones any default by the other of any obligation under this **Agreement**, no waiver of such obligation shall be implied in respect of any continuing or subsequent defaults. The **Buyer’s** receipt of goods or services with knowledge of a breach shall not be deemed a waiver of any breach.

20. Severability

If any provision of this *Agreement* is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect. The *Buyer* reserves the right, but not the obligation to replace any unenforceable or invalid provision of this agreement.

21. Waiver

No waiver of any provision of this *Agreement* shall be enforceable against that party unless it is in writing and signed by that party.

22. Assignment

Supplier may not assign or subcontract this *Agreement*, in whole or in part, without *Buyer's* prior written consent. *Supplier's* permitted assignment or subcontracting of this *Agreement* or any part thereof will not release *Supplier* of its obligations under this *Agreement*, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts of omissions of any subcontractors of *Supplier* will be deemed to be the acts and omissions of the *Supplier*. *Buyer* may assign this *Agreement*, in whole or in part, to any Affiliate of *Buyer*, without the consent of *Supplier*. This *Agreement* shall endure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.

23. Cumulative Remedies

Subject to Section 17, the rights and remedies of the *Buyer* in this *Agreement* are cumulative and in addition to any other rights and remedies at law or in equity.

24. Survival

Any provision of this *Agreement* which expressly or by implication from its nature is intended to survive the termination or completion of the *Agreement* will continue in full force and effect after any termination, expiry or completion of this *Agreement*.

25. Interpretation

The headings used in this *Agreement* and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this *Agreement* to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this *Agreement*. Where this *Agreement* uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."

26. Governing Law

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws

of Canada applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of Ontario in Ottawa, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

27. Electrical/Electronic Components and Equipment

All electrical/electronic components or equipment must have Ontario provincial approvals such as the Electrical Safety Authority, CSA or ULC requirements and conform to the industry standards and all other applicable legislative requirements.

28. Language

It is the express wish of the parties that this Agreement and any related documentation be drawn up in English. Il est de la volonté expresse des parties que cette convention ainsi que tout document connexe soient rédigés en langue anglaise.

29. Contact for Notices

For information or notices in connection with this agreement please contact:

Ivonne Sanchez or
Chris Cascanette
c/o
IVONNE, Inc.

0116-320 Queen Street
Ottawa, ON K1R 5A3

(613) 695-1570

Email: reception@ivonnesanchez.com

To contact Place de Ville Security, to arrange for delivery instructions or dock access please contact:

Place de Ville Security
112 Kent Street
Ottawa, ON K1A 0W8

(613) 563-2262

Email: pdvsecurity@crp-cpmi.com

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