



MPAC Group Standard Conditions of Purchase (August 2023)

1. DEFINITIONS

- 1.1. In these Terms and Conditions the following definitions apply:
- 1.1.1. **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in Cleveland, Ohio and/or Mississauga, Ontario are open for business.
 - 1.1.2. **Buyer:** Switchback Group, Inc. whose normal place of business is 5638 Transportation Blvd., Garfield Heights, OH 44125 USA, and/or MPAC Langen Inc., 6500 Kitimat Road, Mississauga, ON L5N 2B8, Canada.
 - 1.1.3. **Contract:** these Terms and Conditions together with the Buyer's Order and any Service Specification agreed between the Buyer and the Supplier for the supply of Goods and/or Services and made in accordance with these Terms.
 - 1.1.4. **Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods and Services in any form or media including, without limitation, drawings, maps, plans, diagrams, designs, pictures, computer programs, data specifications and reports (including drafts).
 - 1.1.5. **Goods:** the goods (or any part of them) set out in the Order.
 - 1.1.6. **Intellectual Property Rights:** all analytical methods, patents, rights to inventions, copyright and related rights, industrial property rights, rights in software, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how) and all other intellectual property rights in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - 1.1.7. **Order:** the Buyer's order for the supply of Goods and/or Services as set out in a document, either electronic or hard copy, issued by the Buyer to the Supplier, in the form of a purchase order or release or similar document, referring to these Terms and Conditions.
 - 1.1.8. **Services:** the services including without limitation any Deliverables to be provided by the Supplier under the Contract as set out in the Service Specification.
 - 1.1.9. **Service Specification:** the description or specification for Services agreed in writing by the Buyer and the Supplier.
 - 1.1.10. **Supplier:** the person, firm or company who is to supply the Goods and/or Services under the Order.
 - 1.1.11. **Terms and Conditions or Provisions:** these Terms and Conditions together with any modifications or additional provisions specifically stated in an Order.
- 1.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.3. A reference to a party includes its personal representatives, successors or permitted assigns;
- 1.4. A reference to a statute or statutory provisions is a reference to such statute or statutory provisions as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provisions, as amended or re-enacted;

2. BASIS OF CONTRACT

- 2.1. The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Terms.
- 2.2. The Supplier undertakes to supply the Goods and/or Services in accordance with the terms of the Order.
- 2.3. The Order shall be deemed to be accepted and the Contract shall come into existence on the earlier of:
 - 2.3.1. the Supplier issuing written acceptance of the Order; or
 - 2.3.2. any act by the Supplier consistent with fulfilling the Order, the ("Commencement Date").
- 2.4. These Terms apply to the Contract to the exclusion of any other terms or conditions that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. These Terms shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.6. In the event of any conflict or inconsistency between these Terms and Conditions and the other documents included in the Contract, such conflict or inconsistency shall, subject to the written agreement of the parties to the contrary, be resolved according to the following order of priority:
 - 2.6.1. the Order;
 - 2.6.2. these Terms and Conditions;
 - 2.6.3. the Service Specification; and
 - 2.6.4. any other document referred to therein.

3. SUPPLY OF GOODS

- 3.1. The Supplier shall ensure that the Goods:
- 3.1.1. correspond with their description and any specification agreed by the Supplier and the Buyer in relation to the Goods;
 - 3.1.2. be of good quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer, expressly or by implication and in this respect the Buyer relies on the Supplier's skill and judgment and remain so for 12 months from the Goods being put into use or 18 months from the date of delivery (whichever period ends later);
 - 3.1.3. be free from defects in design, materials and workmanship and remain so for 12 months from the Goods being put into use or 18 months from the date of delivery (whichever period ends later);
 - 3.1.4. comply with all applicable statutory and regulatory requirements; and

- 3.1.5. be in new and unused condition free from encumbrances, using the best quality goods, materials, standards and techniques and suitably painted, protected, packed and marked for shipment as specified.

- 3.2. The Buyer shall have the right to inspect and test the Goods at any time before delivery.
- 3.3. If following inspection or testing under 3.2 above, the Buyer considers the Goods do not conform or are unlikely to comply with the Supplier's undertakings in clause 3.1, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. All costs, expenses, transportation and insurance so incurred shall be borne solely by the Supplier. The Buyer shall have the right to conduct further inspections and tests after the Supplier has carried out any remedial actions.
- 3.4. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.5. In the event that the Supplier is unable to or fails to remedy any defect within 5 Business Days of the Buyer giving notice of the defects to the Supplier, the Buyer shall be entitled to return the Goods at the Supplier's cost and receive a full refund of all monies paid to the Supplier or the cost of the Goods shall be reduced on an equitable basis and the Supplier shall immediately refund the difference between the original and the reduced price to the Buyer.
- 3.6. The warranty provided under clause 3 shall be in addition to and not in substitution for any condition or warranty implied by law or any other provision or indemnity contained in the Contract.

4. DELIVERY OF GOODS

- 4.1. The Goods shall be dispatched and delivery affected in the manner specified in the Order. Time for delivery of the Order shall be of the essence.
- 4.2. The Supplier shall ensure that:
 - 4.2.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.2.2. each delivery of the Goods is accompanied by a delivery note which sets out the relevant information including but not limited to the date of the Order, the Order number (if any), the part number (if any), the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.2.3. If the Supplier requires the Buyer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 4.3. If the Supplier:
 - 4.3.1. Delivers less than 95 per cent of the quantity of Goods ordered, the Buyer may reject the Goods; or
 - 4.3.2. Delivers more than 105 per cent of the quantity of the Goods ordered, the Buyer may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Buyer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.4. The Supplier shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Buyer to the remedies set out in clause 8.1.
- 4.5. Without prejudice to 4.1, the Buyer reserves the right at any time to defer the delivery date specified in the Order for a period of up to six months at no additional cost to the Buyer.
- 4.6. If for any reason the Buyer shall be unable or does not wish to accept delivery at the time when the Goods are due for delivery in accordance with the Order, the Supplier shall store and safeguard the Goods and arrange adequate insurance protection in respect thereof and take all reasonable steps to prevent deterioration of the Goods until delivery is made to the Buyer.
- 4.7. Title and risk in the Goods shall pass to the Buyer on delivery to the Buyer's site as specified in the Order.

5. SUPPLY OF SERVICES

- 5.1. The Supplier shall from the Commencement Date and for the duration of this Contract provide Services to the Buyer in accordance with the terms of the Contract.
- 5.2. The Supplier will meet any performance dates for the Services specified by the Buyer in the Order or agreed between the Supplier and the Buyer and in respect of which, time shall be of the essence.
- 5.3. In providing the Services, the Supplier shall:
 - 5.3.1. co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
 - 5.3.2. perform the Services with care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.3. ensure the Services and Deliverables conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables are fit for any purpose expressly or impliedly made known to the Supplier by the Buyer;
 - 5.3.4. ensure the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
 - 5.3.5. obtain and maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - 5.3.6. observe all health and safety rules and regulations and any other security requirements that apply at the Buyer's premises;

- 5.3.7. hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Supplier ("Buyer Materials") in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorisation; and
- 5.3.8. not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.
- 5.4. The obligations and warranties under 5.3 will apply to all Services for 12 months from the date of conclusion of the Services or Deliverables being put into use or 18 months from the date of delivery (whichever period ends later, the "Services Warranty Period".
- 5.5. If the Buyer notifies the Supplier in writing during the Services Warranty Period that some or all of the Services do not comply with any of the obligations or warranties set out in 5.3 the Supplier shall re-perform the defective Services or Deliverables at no cost to the Buyer. The Warranties under 5.3 shall apply to any replacement Services supplied by the Supplier.
- 6. PRICING AND PAYMENT**
- 6.1. The Order is placed on a fixed price basis. Unless provided otherwise in these Terms the price for the Goods and/or Services shall be the price set out in the Order.
- 6.2. All amounts payable by the Buyer for the Order are exclusive of sales tax chargeable from time to time. Where any taxable supply is made by the Supplier to the Buyer, the Buyer shall on receipt of a valid sales tax invoice from the Supplier, pay to the Supplier such additional amounts in respect of sales tax as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services. The sales tax invoice must quote the Order number, the sales tax rate, the amount of sales tax charged and the Supplier's sales tax registration number.
- 6.3. Subject to clause 6.2 no extra charges shall be effective unless agreed in writing and signed by the Buyer.
- 6.4. The Supplier shall invoice the Buyer following completion of the Services. Each invoice shall include such supporting information as required by the Buyer to verify the accuracy of the invoice including but not limited to the relevant Order number, part numbers and quantities.
- 6.5. In consideration of the supply of Goods and/or Services by the Supplier, and unless otherwise agreed to by the Buyer in writing, the Buyer shall pay the invoiced amounts within 60 days of receipt of a correctly rendered invoice.
- 6.6. All invoices shall state the Buyer's order number and advice note number. Sales tax shall be shown separately on all invoices.
- 6.7. If a party fails to make a payment due to the other party under the Contract then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of payment. This clause shall not apply to payments that are disputed in good faith.
- 6.8. The Buyer may at any time without limiting any of its other rights or remedies, set off any liability of the Supplier to the Buyer against any liability of the Buyer to the Supplier whether such liability is present or future, liquidated or unliquidated and whether or not the liability arises under the same Contract.
- 6.9. The Supplier shall indemnify and hold harmless the Buyer from and against any claim, proceedings, action, fine, cost and/or damages arising from the Supplier's non-compliance with export controls, and the Supplier shall compensate the Buyer for all losses and expenses resulting thereof.
- 6.10. The Buyer undertakes to provide the Supplier with end user information for the export of items. In the event that the Buyer subsequently re-exports, sells for export or otherwise transfers any such items, the Buyer undertakes to be responsible for compliance with applicable export controls relating to the re-export, sale for export or transfer obligations applicable from time to time of such items.
- 7. VARIATIONS**
- 7.1. The Buyer reserves the right at any time to make changes to all or part of an Order. If such a change results in an increase or decrease in price or in the time required for performance of the Order, an equitable adjustment as determined between the parties shall be made.
- 7.2. Unless the Supplier notifies the Buyer to the contrary within fourteen calendar days of receiving notice of such variation, the price and time noted in the Order shall remain unaltered.
- 8. BUYER'S REMEDIES**
- 8.1. If the Supplier fails to deliver the Goods and/or perform the Services in accordance with clauses 4.1 or 5.2, the Buyer shall, without limiting its other rights or remedies be entitled to:
- 8.1.1. terminate the Contract with immediate effect by giving written notice to the Supplier;
- 8.1.2. refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 8.1.3. recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;
- 8.1.4. have any sums paid in advance immediately refunded by the Supplier; and
- 8.1.5. claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Supplier's failure to meet its obligations.
- 8.2. The Buyer may, at its option, claim or deduct 0.5% of the price of the Goods or Services for each week or part week when the goods or Services are not delivered by way of liquidated damages, up to a maximum of 5% of the total price of the Goods or Services. The parties agree that such liquidated damages are a genuine pre-estimate of the damage the Buyer is likely to incur as a result of such delay.
- 8.3. If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the Buyer may, whether or not it has accepted the Goods,;
- 8.3.1. reject the Goods (in whole or in part) whether or not title has passed and return them to the Supplier at the Supplier's risk and expense;
- 8.3.2. terminate the Contract with immediate effect by giving written notice to the Supplier;
- 8.3.3. require the Supplier to repair or replace the rejected Goods (at Supplier's cost and expense), or provide a full refund of the price of the rejected Goods (if paid);
- 8.3.4. refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 8.3.5. recover from the Supplier any expenditure incurred by the Buyer in obtaining substitute goods from a third party; and
- 8.3.6. to claim damages for any additional costs, loss or expenses incurred by the Buyer arising from the Supplier's failure to supply Goods in accordance with clause 8.1.
- 8.4. These Terms shall apply to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 8.5. The Buyer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1. In respect of the Goods and any goods that are transferred to the Buyer as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.
- 9.2. The Supplier assigns to the Buyer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- 9.3. The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled.
- 9.4. The Supplier shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer in accordance with clause 9.2.
- 9.5. The Supplier warrants to the Buyer that the Goods and the sale or use thereof will not infringe any patents, registered designs, copyrights, trademarks, trade names or other legally protected rights of third parties. In the event of a third party claim for infringement is made against the Buyer under this clause, the Supplier shall fully indemnify the Buyer for all claims, costs, expenses and damages arising.
- 9.6. All Buyer Materials and any Intellectual Property Rights subsisting therein are T exclusive property of the Buyer.
- 10. CONFIDENTIAL INFORMATION**
- 10.1. The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Buyer, its employees, agents or subcontractors, and any other confidential information concerning the Buyer's business, its products and services which the Supplier may obtain. The Supplier shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.
- 10.2. The Supplier shall not use or copy the Buyer's confidential information except for the purpose of executing the Order and the Supplier shall as far as it is reasonably able to do so return (or where requested to do by the Buyer destroy) all of the Buyer's confidential information to the Buyer on conclusion of the Order.
- 10.3. The Supplier may if ordered to do so disclose such of the Buyer's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. The Supplier shall notify the Buyer of any such requirement to disclose any such Confidential Information.
- 10.4. Seller shall, at all times, maintain network security that includes, at a minimum, network firewall protection, intrusion detection and regular vulnerability scanning and penetration testing. In the event of a breach of Seller's security network, Seller shall notify Buyer in writing of such an event within 24 hours of discovery.
- 10.5. This clause 10 shall survive termination of the Contract.
- 11. TERMINATION**
- 11.1. Without limiting its other rights or remedies, the Buyer may terminate the Contract:
- 11.1.1. In respect of the supply of Services, by giving the Supplier one months' written notice; and
- 11.1.2. In respect of the supply of Goods in whole or in part at any time before delivery by giving written notice to the Supplier whereupon the Supplier shall discontinue all work on the Contract. The Buyer shall pay the Supplier in full and final settlement of all claims arising under the Order the direct costs actually incurred by the Supplier to the date of the Buyer's notice together with such sums in respect of Supplier's obligations in the performance of the Order which cannot be cancelled by the Supplier provided that such sum shall not include loss of anticipated profits or any other indirect or consequential loss. The value of any Goods paid for by the Buyer but left in the possession of the Supplier shall be taken into account in calculating the sum which may be due to the Supplier. The Buyer's maximum liability shall not exceed the price agreed by the parties for the Order.
- 11.2. In any of the circumstances in these Terms in which the Buyer may terminate the Contract where both Goods and Services are supplied, the Buyer may terminate the



- Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 11.3. Without limiting its other rights or remedies, and except as otherwise provided by law, the Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 11.3.1. the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of a notice in writing to do so;
 - 11.3.2. the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - 11.3.3. the Supplier suspends or threatens to suspend payment of its debts or is unable to pay its debts as and when they fall due or is deemed either unable to pay its debts or as having no reasonable prospect of doing so;
 - 11.3.4. a petition is filed, notice is given, a resolution is passed or an order for or in connection with the liquidation of the other party;
 - 11.3.5. the Supplier, being an individual, is the subject of a bankruptcy petition or order; or
 - 11.3.6. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events referred to under 11.3.1 to 11.3.5 above.
- 11.4. Termination of the Contract howsoever arising shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 11.5. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason, the Supplier shall immediately refund any sums paid by the Buyer to the Supplier and allow the Buyer to collect all Goods and Deliverables whether or not then complete, and return all Buyer Materials. If the Supplier fails to do so, then the Buyer may enter the supplier's premises and take possession of them. Until they have been returned or delivered the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

13. LIABILITY AND INDEMNITY

- 13.1. Nothing in these Terms shall limit or exclude either party's liability for:
- 13.1.1. death or personal injury caused by its negligence or the negligence of its employees, agents or subcontracts (as applicable); or
 - 13.1.2. fraud or fraudulent misrepresentation.
- 13.2. Subject to clause 13.1:
- 13.2.1. The Buyer shall under no circumstances be liable to the Supplier whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, loss of savings or loss of opportunity or any other indirect, special, consequential, punitive, exemplary or incidental loss or damage, costs expenses or other claims arising under or in connection with the Contract; and
 - 13.2.2. The Buyer's total liability to the Supplier in respect of direct losses arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise shall in no circumstances exceed in aggregate the price paid by the Buyer for the Goods and/or Services under that same Contract.
- 13.3. The Supplier shall keep the Buyer, its affiliates and its or their officers and employees indemnified against all liabilities, costs, expenses, damages, interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable costs and expenses suffered or incurred by the Buyer, its officers and employees as a result of or in connection with any claim:
- 13.3.1. Made against the Buyer, its customers, affiliates and its or their officers and employees for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods or receipt, use or supply of the Services to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - 13.3.2. made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods to the extent that the defects in the Goods are attributable to acts of omissions of the Supplier, its employees, agents or subcontractors; and
 - 13.3.3. made against the Buyer by a third party arising out of or in connection with the supply of Goods or Services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 13.4. This clause 13 shall survive termination of the Contract.

14. INSURANCE

The Supplier shall maintain in force with a reputable insurance company professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, at the Buyer's request, produce both the insurance certificate giving details of the cover and the receipt for the current year's premium in respect of each insurance.

15. FORCE MAJEURE

- 15.1. Neither party shall be in breach of this Contract nor liable for delay in performing or failure to perform any of its obligations under it if such a delay or failure results from

- events, circumstances or causes beyond its reasonable control ("Force Majeure Event"). A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including failure of energy services or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious conflict, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions.
- 15.2. The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.
- 15.3. If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than 90 Business Days, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier.

16. SUBCONTRACTING

The Supplier shall not sub-contract its obligations under the Contract or any part of it without the Buyer's prior written consent and in the event the Buyer gives its consent the Supplier shall remain responsible and liable for the acts of its sub-contractors as if they were the Supplier's own.

17. COMPLIANCE WITH LAWS AND POLICIES

- 17.1. In performing its obligations under the Contract, the Supplier shall and shall ensure that each of its subcontractors shall comply with all applicable laws, statutes, regulations and codes including but not limited to those in relation to anti-bribery and anti-slavery. In addition, the Supplier expressly acknowledges Switchback Group's zero tolerance policy against any form of bribery or corruption and undertakes at all times to comply with the Switchback Group ethical business policies available at <https://mpac-group.com/group-policies/>
- 17.2. The Supplier shall implement due diligence procedures for its own suppliers and subcontractors to ensure that there is no bribery or corruption or slavery or human trafficking in its supply chain and that its suppliers operate to the highest ethical and sustainable standards.
- 17.3. The Supplier shall notify the Buyer as soon as it becomes aware of any breach of this clause and the steps taken to remedy this breach.
- 17.4. The Supplier shall indemnify the Buyer against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, the Buyer as a result of a breach of this clause 17.
- 17.5. The Buyer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause 17.
- 17.6. Clause 17 shall survive termination of the Contract.

18. WAIVER

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise of that right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. NOTICES

Any notice or other communication shall be in writing, addressed to the other party at its principal place of business, and shall be sent by pre-paid first class post, delivered by commercial courier or by fax. A notice shall be deemed to have been received if sent by pre-paid first class post at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed if delivered before 5.00pm or on the next Business Day if delivered after 5pm; or, if sent by fax on the day of transmission if received before 5pm or on the following Business Day if transmission is after 5pm. Notice given under these Terms shall not be validly served if sent by e-mail.

20. SEVERANCE

If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be modified to the minimum extent necessary to make it valid, legal and enforceable or where such modification is not possible the relevant provision or part-provision shall be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

21. NO PARTNERSHIP

Nothing in the contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties. No party shall have authority to act as agent for, or to bind the other party in any way.

22. THIRD PARTIES

A person who is not a party to the contract shall not have any rights under or in connection with it.

23. LAW

The contract between the parties, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the country from whence the Purchase Order was issued. The parties irrevocably submit to the exclusive jurisdiction of the courts of Ohio, USA for Switchback orders and Ontario, Canada for MPAC orders in any such dispute or claim.