

**AJW TECHNIQUE INC.
STANDARD TERMS AND CONDITIONS
(AJWT AS SERVICE PROVIDER)**

1. Agreement

- 1.1. These Standard Terms govern the terms on which AJWT agrees to provide Services for the Customer and Customer agrees to be exclusively bound by these Standard Terms and Conditions (“**the Standard Terms**”). These Standard Terms prevail over any standard terms and conditions referenced by Customer in its purchase order. For the avoidance of doubt, acceptance by AJWT of the Customer’s Order shall not constitute acceptance by AJWT of any standard terms and conditions of the Customer. If a conflict arises between any of the terms in the following documents the order of precedence shall be (i) any written agreement signed by both parties, including but not limited to a general terms agreement as amended from time to time; (ii) any written terms on the face of any Order; (iii) these Standard Terms.

2. Definitions

- 2.1. In these Standard Terms, the following expressions (except where the context requires otherwise) shall have the following meanings: “**AJWT**” means AJW Technique Inc.; “**AJWT Facility**” means 100-7055, rue Alexander-Fleming, Montréal (Québec), H4S 2B7, Canada, unless expressly agreed otherwise in writing; “**AD**” means airworthiness directive issued by the relevant civil aviation authority; “**AOG**” means aircraft on ground; “**BER**” means either that the cost of repair of the Off Unit exceeds; (i) 65% (sixty-five percent) of the FMV, or (ii) the Outright Price; “**CMM**” means component maintenance manual; “**Component**” means any aircraft component and rotatable components which are capable of Services by having their own CMM; “**Customer**” means the purchaser of Components or Services pursuant to a valid Order or the party submitting an order to AJWT from time to time; “**Credit Agreement**” means the agreement setting out the credit terms between AJWT and the Customer for the Order(s); “**Data Protection Legislation**” means; (i) the Canadian Federal Personal Information Protection and Electronic Documents Act and other data protection laws in Canada, (ii) the United Kingdom Data Protection Act 2018, (iii) any other data protection legislation which applies to a party; “**Dual Use**” means the aircraft Component that can be installed on civil aircraft and also used for military purposes, as defined from time to time by the relevant regulatory authorities; “**EASA**” means the European Aviation Safety Agency; “**FAA**” means the United States of America Federal Aviation Administration; “**FMV**” means the fair market value for a Component; “**Loan**” means the loan of a Component from AJWT to the Customer on the terms specified in a Loan Order and these Standard Terms; “**Loan Fee**” means the fee for the Loan as specified in the Loan Order; “**Loan Term**” means the period of a loan described in the relevant Loan Order; “**Modification**” means embodiment of modification and/or the maintenance of Components to be made according to an AD, mandatory modification or SB of the OEM; “**OEM**” means original equipment manufacturer of a Component; “**Off Unit**” means a Component removed from an aircraft in need of Services; “**Order**” means any order submitted by the Customer for (i) a Sale, or (ii) the Services; “**Overhaul**” means the highest level of Repair as specifically referred to in the applicable CMM, or overhaul manual and only applicable to Components with a specific OEM recommended overhaul period; “**Repair**” means the disassembly, inspection, rework, or replacement of Components as necessary, and re-assembly and test as required, to return the Components to a Serviceable condition and “**Repaired**” shall be understood accordingly; “**Sale**” means the outright sale of a Component by AJWT to the Customer and “**Sold**” shall be understood accordingly; “**SB**” means a service bulletin provided by an OEM; “**Services**” shall mean; (i) all or any part of functional Testing, and/or (ii) Repair, and/or (iii) Overhaul and/or Modification of a Component requested by Customer, which AJWT agrees to perform under this Agreement, as requested in the Order, including, without limitation, the furnishing of Components, materials, labour, facilities, tooling, painting, plating, and testing devices required in the performance of functional testing, repair, overhaul and warranty in connection with the Component and “**Serviced**” shall be interpreted accordingly; “**Serviceable**” means a Component that meets all aviation authority specified standards for airworthiness, including in relation to its storage, and has no known defects, which would render it unfit for service; “**SPT**” means the “shop processing time” which shall be calculated between the date of receipt of the Unit at AJWT Facility to the date AJWT makes the Serviceable Component available for collection by Customer of the required subject to the exclusions within these Standard Terms; “**TCCA**” means the Transport Canada Civil Aviation authority; “**Test**” means testing such works in accordance with the applicable OEM’s CMM or other specifications as appropriate, where “test only” means that the Component does not carry any warranty given by AJWT but is only verification of such item meeting or failing test criteria as outlined in the test specifications and “**Testing**” shall be understood accordingly; “**Units**” means an aircraft component which is part of a Sale or the Services; “**Unserviceable**” means not Serviceable.

3. Repair Services

- 3.1. AJWT has the ability to perform component maintenance Services.
- 3.2. **Beyond Economical Repair (BER).** Where a Component is considered BER by AJWT, AJWT shall provide documentary evidence. The fixed price under the quote shall thereafter not apply and AJWT shall re-quote to Customer on a time and material basis. Customer shall inform AJWT of its instruction regarding a BER Unit within 30 (thirty) days of notification from AJWT that a Component is BER. In the event Customer fails to notify AJWT of its instructions regarding a BER Unit within the time period above, AJWT shall invoice for all costs to date together with all workshop inspection charges plus a handling fee of 10% of any costs to date fees and any transport costs incurred by AJWT.
- 3.3. **Modification.** Any Modification required through an AD or a mandatory modification are to be performed by AJWT and the costs recharged to Customer. All other Modification types shall only be performed with written approval from Customer.
- 3.4. All material used (including non-mandatory replacement Components) by AJWT to perform the Services shall be charged to Customer at the manufacturer’s current catalogue price plus a handling cost of 15% (fifteen percent).

4. Standard of Services

- 4.1. The Services shall be performed in accordance with the following terms.
- 4.2. AJWT shall perform the Services according to an OEM’s CMM and agree to follow the applicable airworthiness authority requirement.
- 4.3. AJWT shall be entitled to use new OEM Components, parts manufacturing authority Components (with customer consent), Overhauled Components and/or Components in Serviceable condition from AJWT’s Components inventory to perform the Services.
- 4.4. AJWT agrees to comply with all applicable requirements and deliver materials with Certificates of Airworthiness, e.g. a TCCA or EASA Form 1. Any certificate of inspection signed by AJWT’s qualified representative, shall be conclusive regarding the fact that inspection and Tests have occurred.
- 4.5. **Subcontracting of work.** AJWT may subcontract any portion of the Services to be performed to third-parties subject to first obtaining prior written approval from Customer. Any subcontracted Services shall be performed in accordance with the requirements of the Order and the

applicable approved aviation authority directives. AJWT shall be liable and responsible for ensuring subcontractors performs the Services within the time which has been agreed by the parties.

- 4.6. The following circumstances shall “stop the clock” on any SPT applicable to the Order; (i) abuse, (ii) foreign object damage (“FOD”) or customer induced damage (“CID”), (iii) accidents, (iv) BER, (v) obsolete Component, (vi) refurbishment, customer requested Modifications, or any Customer-caused reason, including but not limited to (a) special instructions from Customer, (b) special investigations or engineering analysis, (c) absence of repair orders with removal reasons, (d) missing Components, (e) misuse, (f) mishandling, (g) any damage precipitated by failure of a component not supplied by AJWT, or (h) Customer requests to maintain Component integrity.

5. Warranty

- 5.1. All warranty periods begin from the date AJWT makes the Component available for collection by Customer EXW (Incoterms 2020) AJWT's Facility.
- 5.2. **Warranty for Services.** Unless prior advised or agreed in writing, in respect to Components which are subject of a Services Order, where such Components are returned; (i) in Serviceable Condition, shall be returned to the Customer with a twelve (12) month warranty, and (ii) in Overhauled condition, shall be returned to the Customer with an eighteen (18) month warranty. This warranty is not assignable without the written consent of AJWT, except where the Customer is the end user.
- 5.3. **Warranty for Sales.** Unless prior advised or agreed in writing, in respect of Components which are the subject of a Sale, where such Component is (i) in Serviceable condition (inspected, Tested, Repaired or modified), it shall be supplied to the Customer with a 3 month warranty and (ii) in Overhauled condition, it shall be supplied to the Customer with a six (6) month warranty.
- 5.4. If, within any applicable warranty period, a Component is found to be defective, and such defect is subsequently proven to be related to the completed Repair or Overhaul, AJWT shall promptly repair or replace such Component at its sole cost and expense.
- 5.5. The Customer shall provide AJWT with written notice of the claimed defect within three (3) days of the defect becoming apparent.
- 5.6. The warranties set forth in this clause 6 are exclusive and no other warranties of any kind shall apply, whether express or implied, including all warranties arising from the course of dealing or usage of trade. The remedies set forth in this clause 6 are the sole and exclusive remedies of Customer for any claims, expenses, or damages arising out of or related to Components in breach of warranty.
- 5.7. The above warranties are applicable only if the Component(s), following collection, have; (i) been transported, stored, installed, operated, handled, maintained and repaired in accordance with the then current recommendations the OEM has stated in its manuals, AD's or SB's, or other written instructions, (ii) not been altered, modified or repaired by anyone other than AJWT, (iii) not be subjected to accident, misuse, abuse or neglect, (iii) not been subject to normal wear and tear, (iv) not been involved in an accident or incident (including, but not limited to, lightning strikes), (v) not been subjected to FOD or CID, (vi) been misused and/or abused.

6. Packing and other Documentation Requirements

- 6.1. Components dispatched by AJWT shall be in packaging suitable for road transportation within Canada. AJWT reserves the right to charge for any special packaging requirements of the Customer. Packing materials, containers, etc, provided by AJWT are returnable. Where such packing materials are charged as an extra, credit will be allowed if returned carriage has been paid and the packing is received in good condition.
- 6.2. The Customer shall provide to AJWT full dispatch details of any Off Unit sent to AJWT for Repair or Overhaul (AWB Number, Flight Number and Date) and shall ensure such Off Unit is accompanied by the following certification documents:
- 6.2.1. Component Identification tag containing:
- Component number; serial number; description;
 - Reason for removal; date of removal; registration of aircraft from which removed;
 - Aircraft hours/cycles when item removed;
 - Hours / cycles on items when removed (life limited Components only).
- 6.2.2. Packaging slip showing transfer of the Customer's Component to AJWT;
- 6.2.3. ATA spec 106 material certificate issued by FAA Component 121/129/135 carrier or TCCA/FAA/EASA 145 approved maintenance facility or nationally approved (by the CAA) for an air carrier with a statement that:
- The Off Unit was not procured from any US Government or military source;
 - The Off Unit was produced by the OEM;
 - The Off Unit is non-incident related and has not been subjected to severe stress or heat or immersed in salt water;
 - The Off Unit is fully traceable to one of the following approved sources:
 - FAA Component 121, 129 or 135 certified carrier;
 - Original Equipment Manufacturer;
 - TCCA/FAA/EASA 145 approved maintenance facility; or
 - A Foreign air carrier approved by a recognized national aviation airworthiness authority.
- 6.2.4. Full “back to birth” traceability documents for ultimate time/cycle life limited Components.
- 6.3. In the event that Customer; (i) fails to provide the documents required under clause 6.2, (ii) fails to comply with all requirements regarding the proper removal, installation, maintenance, repair and/or Modifications of the Component as specified by the aircraft maintenance manual, or (iii) any operation, testing, use, use or storage of Component which is not accordance with the applicable AJWT and/or aircraft manufacturer publications, this shall “stop the clock” on any SPT applicable to the Order.
- 6.4. The Customer must ensure that all aircraft toilet and kitchen Units are thoroughly cleaned at source before being returned to AJWT. On delivery to AJWT, all such Units shall be adequately bagged and shall be accompanied by a statement saying that the Units have been cleaned. AJWT will not accept, store or ship any aircraft toilet or kitchen units unless they have been adequately cleaned and packaged in this way. If such Unit is returned to AJWT without being cleaned, AJWT shall have the right to arrange for the Unit to be cleaned by a third-party and recharge to the Customer all the costs incurred by AJWT in cleaning the Unit, including any transportation costs and this shall “stop the clock” on any applicable SPT.
- 6.5. All Components supplied Repaired or Overhauled by AJWT shall be released in accordance with TCCA regulations.

7. Obligation of the Parties and Delivery

- 7.1. AJWT will maintain and provide Customer records of such maintenance when requested within a reasonable time.
- 7.2. All Components shall be delivered to AJWT's Facility DDP (Incoterms 2020) by the Customer and the Customer shall be notified by AJWT when the Component is ready to be collected from AJWT's Facility EXW (Incoterms 2020). The Customer shall reimburse additional expense incurred by AJWT (including but not limited to storage costs) due to the Customer not being able to collect Components when requested to do so.
- 7.3. Where a Component is to be returned to AJWT because the Component is either defective or there is an accepted warranty claim, AJWT shall collect Component from Customer at a location agreed by the Parties in writing EXW (Incoterms 2020).

8. Price Quote

- 8.1. The price quoted by AJWT for each Sale is subject to prior sales history and for Services is based on the price of materials, labour and other prime costs of AJWT, including the rate of exchange if applicable, and shall remain valid for acceptance by Customer for seven (7) days from date of quotation. If Customer has not accepted the quoted price within seven (7) days, AJWT reserves the right to revise the price quoted. All prices quoted shall be exclusive of any sales tax payable.
- 8.2. Any fixed price as stated on an Order explicitly excludes the replacement and Repair of; major housings and/or casings, FOD, CID, damage due to accident, incident (including, but not limited to, lightning strikes), misuse, mishandling, non-compliant repair or Modifications and/or missing parts which will be chargeable on a time and material basis.
- 8.3. If Customer decides not to proceed with the Service, Customer shall promptly notify AJWT in writing of its decision not to proceed and shall pay to AJWT all costs and labour charges incurred in connection with the inspection of the Unit, including, without limitation, preparation of inspection report(s). Loose assembly and packing of the Equipment for return shipment may also be subject to a minimum charge.
- 8.4. AJWT shall provide an estimated SPT in the quote to Customer.

9. Payment Terms

- 9.1. Customer shall pay all invoices within thirty (30) days of the date of the invoice. The Customer and AJWT confirm that the settlement of any invoices may, at AJWT's sole discretion, be made via the IATA Clearing House.
- 9.2. If Customer wishes to dispute any invoiced amount, it shall notify AJWT as soon as practical and in any event within fourteen (14) days of the date of invoice. If Customer does not notify AJWT of a dispute within such time period, the invoice shall be deemed accepted. If Customer does notify AJWT of a dispute in the timeframe required, Customer shall pay that part of the invoice not in dispute when due. If representatives from the Customer and AJWT cannot resolve any invoice dispute within seven (7) days, the parties shall follow the dispute resolution procedure in Clause 20 below.
- 9.3. If Customer fails to make any payment due to AJWT under these Standard Terms by the due date for payment, then Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of Canada's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Customer shall pay the interest together with the overdue amount and any applicable fixed sums in accordance with the relevant law. AJWT reserves the right to immediately suspend any of its current and/or future obligations in the event that Customer fails to make payment in accordance with the provisions of this clause.
- 9.4. If Customer fails to make payment in accordance with clause 9.3 above, then in addition to any other rights AJWT may have, AJWT shall have the right to impose any or all of the following measures with immediate effect: (i) place the Customer's trade account on stop; (ii) require every future Order to be paid cash in advance; (iii) require Customer to pay 15% of any outstanding and overdue amounts owed to AJWT (including any interest accrued) before accepting and initiating a new Order.
- 9.5. Customer hereby grants to AJWT by way of security a legal repairer's lien in respect of all property owned by Customer in the possession of AJWT or any of AJWT's affiliates or subcontractors, at any time (including Customer's beneficial rights in any property leased by Customer) ("**Customer's Property**"), to secure all amounts owed by Customer to AJWT hereunder or pursuant to any other agreement between Customer and AJWT.
- 9.6. Customer acknowledges that AJWT has the legal right to assert such repairer's lien (or any other statutory or common law liens applicable in law (foreign or domestic) against the Customer's Property in its possession, following performance of Services and/or Sales for which payment has not been received by AJWT. If Customer fails to tender payment owing under any agreement with AJWT (or any of its affiliates), AJWT shall have the right to retain Customer's Property until such time as payment has been made. By accepting these Standard Terms, Customer acknowledges that it has granted a power of sale to AJWT in respect of Customer's Property in AJWT's possession which may be exercised by AJWT in the event that any amount owed to AJWT (or any of its affiliates) remains payable sixty (60) days after the date of the original invoice in respect of the services delivered.
- 9.7. Unless the Component is defective and as agreed by AJWT, Customer may not return to AJWT for credit any Component specifically purchased by AJWT from a third-party supplier for onward sale, if purchased at the request of the Customer or not.

10. Insurance

- 10.1. Customer shall maintain insurance appropriate to its operations and in accordance with best aviation industry practice and shall provide evidence of the same if requested by AJWT.
- 10.2. All such insurance shall continue in full force and effect during the time any Component is subject to the terms of these Standard Terms and in the case of liability insurance Customer shall maintain insurance after the work required herein has been completed with respect to its liabilities herein described for a period of not more than two (2) years.

11. Force Majeure

- 11.1. Neither AJWT nor Customer shall be in breach of these Standard Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Standard Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three (3) months the party not affected may terminate these Standard Terms by giving fourteen (14) days' written notice to the other party. A force majeure event shall also "stop the clock" on any SPT applicable to the Order.

12. Confidentiality

- 12.1. Both parties undertake that it shall not disclose to any third party any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or the contents of any written agreement between the parties, except as required by law or with the written consent of the other party.
- 12.2. Each party shall be free to disclose confidential information and data to those; employees, directors, principals, agents, legal advisers, affiliate and/or sister companies or consultants on a need to know basis.

13. Liability

- 13.1. AJWT makes no warranty or representation of any kind with respect to any Sale, Repair, or Overhaul as to; merchantability, fitness for purpose, condition, quality, material design suitability, workmanship or operation of any kind or nature. All other conditions warranties or representations expressed or implied, statutory or otherwise are, to the fullest extent permitted by law, expressly excluded.

- 13.2. Nothing in these conditions excludes or limits the liability of either party for; (i) death or personal injury caused by either party's negligence, recklessness, carelessness or gross fault or (ii) for any matter which it would be illegal for the parties to exclude or attempt to exclude its liability, or (iii) or for fraud or fraudulent misrepresentation.
- 13.3. Neither party shall be liable to the other for:
- 13.3.1. Any indirect, special or consequential loss or damage; or
 - 13.3.2. Loss of data or other equipment or property; or
 - 13.3.3. Economic loss or damage; or
 - 13.3.4. Incurring of liability for loss or damage of any nature whatsoever suffered by third parties, other than death or personal injury (including in each case incidental and punitive damages); or
 - 13.3.5. Any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill, including any AOG related losses or claims of any kind.
- 13.4. AJWT's total liability in contract (including for any statutory interest payable), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Standard Terms (including for any statutory interest payable) shall be limited to the Order value.
- 13.5. The Customer indemnifies and holds AJWT harmless against all taxes (other than the corporation tax of AJWT), levies, duties, charges, assessments or withholdings of any nature for which AJWT may be liable by operation of these Standard Terms and for any legal costs incurred by AJWT in enforcing any of its rights in respect of these Standard Terms.

14. Passing of Risk and Title

- 14.1. At all times during a Repair or Overhaul, title to the Components shall remain vested in the Customer subject to AJWT's rights under clause 9.
- 14.2. The Customer agrees and warrants that title to and ownership of Components Sold by AJWT shall remain with and be vested in AJWT until AJWT has received from the Customer full payment in accordance with these Standard Terms.
- 14.3. Any Loan Unit shall remain at all times with AJWT, free from all liens and encumbrances other than any security interest created by or through AJWT and the Customer shall have no right, title or interest in or to the Loan Unit except as authorised and permitted by these Standard Terms. The Customer agrees not to sell or pledge the Loan Unit, or to allow the Loan Unit to be the subject of any lien or encumbrance.

15. Import and Export Licenses and Regulations

- 15.1. As the recorder, importer and exporter of the Components, the Customer will be responsible for obtaining any import license, export license, permit or other required governmental authorisation relating to the Units and shall be responsible for complying with all Canadian and foreign government licensing and reporting requirements in connection with these Standard Terms. If required by AJWT, the Customer shall make any such licences and authorisations available to AJWT prior to the relevant Order shipment. AJWT will have no liability for any non-renewal, denial, restriction or delay in respect of any Customer application for a licence, permit or authorisation.
- 15.2. The parties agree that any export of Components pursuant to these Standard Terms may be subject to both U.S. Export Administration Regulations, the International Traffic in Arms Regulations and other export control requirements of the U.S., Canada or the European Union, (together, the "Export Regulations"). In respect of any Component provided by AJWT, the Customer agrees not to:
- 15.2.1. dispose of any U.S. origin items classified by the U.S. Department of Commerce's Bureau of Industry and Security as Dual Use items other than in the country of destination, as identified in any government license or authorisation for the Component; and
 - 15.2.2. lease, exchange or dispose of any items to any country, company or individual that is either (i) required by Export Regulations to hold a licence to receive the goods (and does not hold the required licence); or (ii) is prohibited from receiving exports by any Export Regulations, as amended from time to time.
- 15.3. Each party to these Standard Terms shall comply with all applicable laws, statutes and regulations applicable to it.

16. Notice and Communication

- 16.1. All messages and correspondence exchanged in connection with this Agreement shall be in English language and shall be given by mail, e-mail or hand delivery to their registered office.
- 16.2. Any notice or other communication shall be deemed to have been received; (a) If delivered by hand, at the time the notice is left at the proper address with the contact named below (or signed for by some other person at such address), (b) If sent by pre-paid first-class post on the second Business Day after posting, (c) If sent by courier, at the time recorded by the delivery service, and (d) If sent by email; i) on receipt by the sender of an e-mail from the email addresses, acknowledging the receipt of such notice, or, if no such acknowledgement is received, (ii) on the fifth day after sending, provided the sender of the email has not received notice of failed delivery or an 'out of office' reply.

17. Cancellations

- 17.1. AJWT shall be entitled to suspend or cancel further Sales or Services Orders under these Standard Terms if the Customer:
- 17.1.1. is in breach of Clause 16 (Import and Export Licenses and Regulations);
 - 17.1.2. fails to pay any amount due under these Standard Terms or the Credit Agreement within seven (7) days of the due date; or
 - 17.1.3. becomes bankrupt or suffers any similar or analogous action in consequence of any unpaid debt to any person or company.
- 17.2. On cancellation:
- 17.2.1. AJWT shall have the right to re-take possession of any Component that has not been paid for or, in respect of a Repair or Overhaul which has not been paid for, to retain possession of any Component by way of a repairer's lien; and
 - 17.2.2. The Customer shall immediately pay all fees and charges properly falling due under these Standard Terms or any relevant Credit Agreement.

18. Data Protection

- 18.1. The parties will comply with all applicable requirements of the Data Protection Legislation.

19. Miscellaneous

- 19.1. AJWT and the Customer declare that they each have the right, power and authority, and have taken all action necessary, to execute and deliver and to exercise their rights and perform their obligations under these Standard Terms.
- 19.2. The parties agree that this Agreement and any documents ancillary thereto shall be drafted in English only. Les parties aux présentes expriment leur désir explicite à l'effet que ce contrat ainsi que tous documents y afférents soient rédigés en anglais seulement.
- 19.3. Unless and until AJWT and Customer expressly agree otherwise in writing, these Standard Terms and the relevant Order contain the entire agreement between the Parties with respect to its subject matter. Each of AJWT and Customer acknowledges that, in entering into these

Standard Terms, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Standard Terms. Nothing in this Clause shall limit or exclude any liability for fraud.

- 19.4. Any amendment, variation or modification of these Standard Terms shall be ineffective unless made in writing and signed by an authorised representative of each Party.
- 19.5. Customer shall not be entitled to withhold payment of any sums after they become due by reason of any right of set-off or counterclaim which the Customer may have or may wish to have or for any other reason whatsoever. AJWT shall be entitled to set-off any Customer funds held on deposit against any amounts due and payable (and remaining unpaid) under these Standard Terms.
- 19.6. If any provision of these Standard Terms (or Component of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Standard Terms, and the validity and enforceability of the other provisions of these Standard Terms shall not be affected. In addition, if a part of these Standard Terms becomes invalid, the Parties will endeavour in good faith to reach agreement on a replacement provision that will reflect, as nearly as possible, the intent of the original provision.
- 19.7. The Customer shall not assign, transfer or sub-contract any Order to any third Party without AJWT's prior written consent.
- 19.8. The Parties to these Standard Terms do not intend by these Standard Terms to confer any rights whatsoever on any other Party and therefore no third-party shall have any rights under these Standard Terms except rights conferred by law.
- 19.9. Where the Customer delivers any other standard terms and conditions to AJWT in respect of an Order, these Standard Terms and Conditions of Supply shall prevail.

20. Applicable Law and Dispute Resolution

- 20.1. These Standard Terms and Conditions are governed in accordance with the laws of the province of Quebec, Canada. All disputes arising out of or in connection with these Standard Terms or an Order shall, to the extent possible, be settled amicably by negotiation between an authorized person of AJWT and an authorized person of the Customer within thirty (30) days from the date of written notice by either Party of the existence of such a dispute and, failing such amicable settlement, the dispute shall be subject to the exclusive jurisdiction of the courts of Quebec, Canada.

I the undersigned formally accept the above terms and conditions on behalf of the below named company.

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Telephone Number: _____

Email: _____