



Gund, a division of Spin Master, Inc. Standard Purchase Terms for Purchase Orders

Each Purchase Order placed by 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, delivering the Goods, or performing the Services.

1. **Definitions.** In these Standard Purchase Terms, the following definitions apply:

1. **"Affiliate"** means any corporation or other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified.
2. **"Acceptance"** shall have the meaning ascribed to it in Section a.
3. **"Agreement"** means this agreement between Supplier and Buyer for the purchase and sale of Goods and/or Services.
4. **"Buyer"** means GUND, a division of Spin Master, Inc. or any of its Affiliates listed on the Purchase Order.
5. **"Confidential Information"** shall have the meaning ascribed to it in Section 12.
6. **"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.
7. **"Delivery Date"** means the date of delivery for Goods and/or performance of Services as specified in a Purchase Order.
8. **"Delivery Point"** means the location 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.
9. **"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.
10. **"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); trademarks; 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.
11. **"Purchase Order"** means the purchase order 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.
12. **"Services"** means any services to be provided by Supplier to Buyer pursuant to a Purchase Order.

13. **“Specifications”** means the requirements, attributes and specifications for the Goods and/or Services that are set out in the applicable Purchase Order. Specifications also include: (a) documentation published by Supplier relating to the Goods and/or Services; (b) operational and technical features and functionality of the Goods and/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.
 14. **“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.
 15. **“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.
 16. **“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 and/or Services by Buyer 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 Supplier 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 or other document, 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. **Delivery of Goods and Services.**
 1. Supplier agrees to supply and deliver the Goods to Buyer and/or to perform the Services, as applicable, on the terms set out in this Agreement.
 2. 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.
 3. A packing list shall accompany each shipment of Goods by Supplier, showing Buyer’s Purchase Order number, item number and description, and such other information as may be requested from time to time by Buyer. Buyer’s count and weight shall be final and conclusive on shipments of Goods and accompanied by packing lists.
 4. The Goods shall be suitably packed to prevent damage in transit, to assure lowest transportation costs, consistent with timely delivery, and to meet common carrier requirements. 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.

5. 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.
6. 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.

4. **Inspection; Acceptance and Rejection.**

1. 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, at Buyer's option and Supplier's expense, to cancel any Purchase Order and/or reject any Goods that are: (i) delivered in excess of the quantity ordered, (ii) damaged or defective, (iii) substituted or otherwise do not conform to sample or the Specifications; or (iv) not shipped by the Delivery Date. 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.
2. 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).
5. **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 sixty (60) 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.

6. **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 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.
7. **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.
8. **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 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 relevant local legislation 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.
9. **Warranties.**
 1. **Product Warranties.** Supplier warrants to Buyer that during the Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit, safe and sufficient 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 and clear from any liens or encumbrances on title whatsoever, and at the time of delivery to Buyer, Supplier shall have all rights necessary to transfer title to such Goods to Buyer; (vii) in conformance with any samples provided to Buyer; and (viii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.
 2. **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.

3. **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.
4. **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.

1. In the event of breach of any of the warranties in Section a or 9.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 calendar days 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 9.a will continue as to the corrected or replaced Goods for a further 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 period required above, Buyer may repair or replace the Goods at Supplier's expense.
2. 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): (i) promptly provide Buyer with a commercially reasonable alternative, including the procurement for Buyer of the right to continue using the Goods in question, (ii) replace such Goods with a non-infringing alternative satisfactory to Buyer, or (iii) modify such Goods (without affecting functionality) to render them non-infringing.

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.** Unless excluded in writing by a party, the parties shall assume that any and all information disclosed, that is of a nature that a reasonable person would understand is confidential, is Confidential Information, whether in oral form, machine-readable form, written, digital, electronic or other tangible form, and whether designated as confidential or unmarked. Without limiting the foregoing, "**Confidential Information**" includes patents, patent applications, inventions, discoveries, trade secrets, techniques, models, data, programs, processes, designs, know-how, agreements with third parties, current and potential client and customer lists and information, marketing plans, financial information, products, business plans, sales positioning strategies, sales reports and communication strategies. Except as expressly permitted by this Agreement, the parties shall not disclose the Confidential Information to any third party without the other party's consent. The recipient will maintain the confidentiality of such Confidential Information by using reasonable care and at least the same degree of care that it takes to hold in confidence its own proprietary information of a similar nature. The recipient

hereby agrees that any Confidential Information received by such party will be used solely for the purposes of carrying out its obligations under this Agreement, and that such information will be kept confidential; provided, however, that any of such information may be disclosed by a recipient to its directors, officers, employees, shareholders, partners, agents or advisors, including, without limitation, attorneys and consultants (collectively, the "Representatives") who need to know such information and who are bound by confidentiality obligations no less stringent than those of this Agreement. Each recipient agrees to be responsible for any breaches of any of the provisions of this Agreement by any of its Representatives. All Confidential Information shall remain the sole property of the disclosing party. Upon the conclusion of the business relationship between the parties, or upon written request of the disclosing party, each recipient shall promptly return to the disclosing party or destroy all items and material in recipient's possession or control which contain any Confidential Information, including any copies of such items or material.

13. **Privacy Laws.** a) The parties acknowledge and agree that as part of the Services, Supplier may collect, use, disclose, transfer, store or otherwise process information about identifiable individuals ("Personal Information") as required to provide the Services. b) Supplier shall: a. comply with all applicable Privacy Laws (as defined below) and will not knowingly cause Buyer to breach any Privacy Laws; b. ensure that its personnel who have access to Personal Information are (1) both informed of the confidential nature of the Personal Information and obliged to keep such Personal Information confidential; and (2) aware of Supplier's duties and their personal duties and obligations under this Agreement; c. not process, transfer, modify, amend or alter any Personal Information or disclose or permit the disclosure of Personal Information to any third party other than (i) as necessary to process Personal Information to provide the Services in accordance with the documented instructions of Buyer, or (ii) as required to comply with Privacy Laws or other laws to which Supplier is subject, in which case Supplier shall (to the extent permitted by law) inform Buyer of that legal requirement before processing the Personal Information; d. not export Personal Information processed within the European Economic Area (the "EEA") pursuant to this Agreement to a territory outside the EEA without the prior written permission of Buyer unless such export is made to a jurisdiction which the European Commission has found to offer an adequate level of protection for personal data transferred to Supplier from the EEA; e. not subcontract any of its processing operations under this Agreement unless (1) Supplier has obtained the prior written consent of Buyer to do so; and (2) the subcontractor is subject to a written agreement which imposes the same obligations on that subcontractor as are imposed on Supplier under this Agreement. Supplier will remain fully liable to Buyer for any subcontractors' processing of personal data under this Agreement; and f. implement appropriate technical, physical and organizational measures to ensure a level of security of the Personal Information appropriate to the risk required pursuant to applicable Privacy Laws and, where the processing concerns Personal Information of EU residents, shall take all measures required pursuant to the General Data Protection Regulation (EU) 2016/679 ("GDPR"). In assessing the appropriate level of security, Supplier shall take account in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information transmitted, stored or otherwise processed. The parties shall take steps to ensure that any natural person acting under the authority of the Supplier or Buyer who has access to Personal Information does not process it except on instructions from Buyer, unless required to do so by Privacy Laws. c) Supplier shall, upon request and to the extent required under Privacy Laws, co-operate with requests of Buyer that relate to the processing of Personal Information. In particular, Supplier shall co-operate with requests that relate to Personal Information, data protection impact assessments and audit rights as described below: a. Personal Information: Supplier shall co-operate as instructed by Buyer to enable Buyer to comply with any exercise of rights of any individual in respect of Personal Information and comply with any assessment, enquiry, notice or investigation under Privacy Laws. b. Data Protection Impact Assessment: Supplier shall provide reasonable assistance to Buyer with any data protection impact assessments which are required under Article 35 GDPR and with any prior consultations to any Supervisory Authority of the Client which are required under Article 36 GDPR, in each case in relation to processing of Personal information by Supplier

on behalf of Buyer and taking into account the nature of the processing and information available to Supplier. c. Audit rights: On reasonable request and notice and at Buyer's reasonable expense, Supplier will co-operate in the conduct of any audit or inspection, reasonably necessary to demonstrate Supplier's compliance with the obligations laid down in this Agreement, provided always that this requirement will not oblige Supplier to provide or permit access to information concerning: (i) supplier internal pricing information; (ii) information relating to Supplier's other clients; (iii) any of Supplier's non-public external reports; (iv) Supplier's confidential information, or (v) any internal reports prepared by Supplier's internal audit function. d) Supplier shall notify Buyer without undue delay after becoming aware of a personal data breach or a suspected breach of security, providing Buyer with sufficient information which allows Buyer to meet any obligations to report a data breach under Privacy Laws. Upon request by Buyer and at the full expense of Supplier, Supplier shall fully co-operate with Buyer and take such reasonable steps as are directed by Buyer to assist in the investigation, mitigation and remediation of each data breach, in order to enable Buyer to (i) perform a thorough investigation into the data breach, (ii) formulate a correct response and to take suitable further steps in respect of the data breach in order to meet any requirement under the Privacy Laws. Supplier shall use reasonable efforts to stop immediately any unauthorized use or distribution of Personal Information that is known or may be reasonably suspected by Supplier. Supplier will reimburse Buyer for the reasonable expenses that Buyer may incur as a result of a privacy breach caused by Supplier or any Supplier affiliate or subcontractors, including but not limited to, the expenses incurred in investigating the privacy breach and notifying affected individuals, and providing these individuals with the support necessary under the circumstances, such as credit monitoring. e) Supplier will, at the choice of Buyer, delete or return the Personal Information at the end of the provision of the Services, to the extent reasonably possible and unless (i) Privacy Laws, (ii) any applicable law, or (iii) competent court, supervisory or regulatory body, require the retention of such Personal Information by Supplier. As used herein, "Privacy Laws" mean in relation to any Personal Information which is processed in the performance of this Agreement, the Personal Information Protection and Electronic Documents Act ("PIPEDA") and any other applicable data protection, privacy laws or privacy regulations including but not limited to federal, state and provincial legislation in all jurisdictions in which the Services are being provided including the GDPR together with all implementing laws.

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 or Specifications 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 15, 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. **Severability.** If any provision of this Agreement is determined, by a court of competent jurisdiction, 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.
20. **Waiver.** No waiver or any modification of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.
21. **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 or 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 enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
22. **Cumulative Remedies.** The rights and remedies of each party in this Agreement are cumulative and in addition to any other rights and remedies at law or in equity.
23. **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.
24. **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."
25. **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties consent to the exclusive jurisdiction of the provincial and

federal courts of the Province of Ontario in connection with any lawsuit, action or proceeding arising out of or relating to this Agreement, with venue in Toronto, Ontario.