

**THE PURCHASE ORDER FOR GOODS AND/OR SERVICES IS PLACED UNDER THE FOLLOWING TERMS AND CONDITIONS:****1. APPLICABILITY:**

(a) These terms and conditions of purchase (these "Terms") are the only terms which govern the purchase of the Goods and Services by Owner from Supplier. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) Except as set forth in Section 1(a) above, the accompanying Purchase Order and these Terms (collectively, this "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Supplier's general terms and conditions regardless whether or when Supplier has submitted its sales confirmation or such terms. This Agreement expressly limits Supplier's acceptance to the terms of this Agreement. Supplier shall provide confirmation of acceptance of this Agreement by email or portal confirmation within a reasonable time period (but not more than three business days following receipt of this Purchase Order). If Supplier does not confirm acceptance of this Purchase Order prior to fulfillment of this Purchase Order, then fulfillment of this Purchase Order by Supplier shall constitute acceptance of this Agreement.

**2. DEFINITIONS:**

For the purpose of this Agreement, the following terms shall have the meanings set out below:

- (a) "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such specified Person. As used herein, "control" means possession, directly or indirectly, of the power to direct or cause the direction of management and policies through ownership of voting securities, contract, voting trust, or otherwise;
- (b) "Applicable Law(s)" means any local, state, and federal laws, regulations, rules and orders of any public authority, or any other requirement having the force of law, as the same may be amended from time to time, that relate or are applicable to the subject matter herein;
- (c) "Goods" means the goods, materials, machinery, equipment, articles, items, supplies, parts, and any other property, listed and described in the Purchase Order or otherwise by Owner;
- (d) "Owner" Nevada Copper, Inc., a Nevada corporation
- (e) "Person" means any individual, corporation, company (including any limited liability company), partnership, joint venture, association, joint-stock company, trust, or unincorporated organization or other business entity, or a government or any agency or political subdivision thereof;
- (f) "Price(s)" means purchase price to be paid by Owner for the Supply. Unless otherwise stated, Prices are in U.S. currency and payments shall be made in U.S. currency in accordance with this Agreement;
- (g) "Purchase Order" means the purchase order accompanying these Terms;
- (h) "Representative(s)" means, as to any Party, (i) a director, officer, employee, agent, or representative of such Party; (ii) a financial,

legal, or other advisor of such Party; or (iii) a consultant, subconsultant, contractor or subcontractor of such Party;

- (i) "Services" means the performance of services including labor, transportation, design, delivery, installation, inspection, and testing specified or required under the Purchase Order or otherwise by Owner;
- (j) "Standards" means the standards and specifications for the Supply described in the Purchase Order or otherwise specified by Owner;
- (k) "Supplier" means the Person providing the Supply to Owner under the Purchase Order. Owner and Supplier are also collectively referred to herein as "Parties" and individually as a "Party";
- (l) "Supply" means the supply of the Goods and/or the performance of the Services by Supplier;
- (m) "Work Product" means all deliverables under this Agreement and all information, data, materials, and technology conceived of, modified, developed, or reduced to practice by or on behalf of Owner, whether on its own or jointly with any other person, in performing the Services or made part of the Goods, whether or not patented or patentable and in whatever form or medium stored.

**3. SUPPLY OF GOODS:**

If Supplier is supplying Goods, then the following terms shall apply:

- (a) Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise specified by Owner (the "Delivery Date"). If no Delivery Date is specified, Supplier shall deliver the Goods within 30 days of Supplier's receipt of the Purchase Order. If Supplier fails to deliver the Goods in full on the Delivery Date, Owner may terminate this Agreement immediately by providing written notice to Supplier and Supplier shall indemnify Owner against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the Delivery Date. Owner has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier shall redeliver such Goods on the Delivery Date.
- (b) Supplier shall deliver all Goods to the address specified in the Purchase Order or as otherwise specified by Owner (the "Delivery Point") during Owner's normal business hours or as otherwise instructed by Owner. Supplier shall pack all goods for shipment according to Owner's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Unless otherwise specified in the Purchase Order, no charges shall be allowed for packing or crating. Supplier must provide Owner prior written notice if it requires Owner to return any packaging material. Any return of such packaging material shall be made at Supplier's risk of loss and expense.
- (c) Supplier shall not substitute Goods without the prior written consent of Owner. If Supplier delivers more or less than the quantity of Goods ordered, Owner may reject all or any excess Goods. Any such rejected Goods shall be returned to Supplier at Supplier's sole risk and expense. If Owner does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
- (d) Unless otherwise specified in the Purchase Order, delivery shall be made FOB Delivery Point in accordance with this Agreement. The Purchase Order number must appear on all shipping documents, shipping labels, tags, invoices, containers, bills of lading, express receipts, packing lists, correspondence or other documents relating to this Agreement.
- (e) Shipping must be accompanied by a "Material Safety Data Sheet", as applicable, and a "Shipping Notice" or "Packing Slip" describing safety information and the contents of each container showing weight,

quantity, and purchase order number.

(f) Transportation charges invoiced must be supported by carrier's original receipted bill.

(g) Title and risk of loss for the Goods shall pass to Owner upon delivery of the Goods to the Delivery Point.

(h) Owner has the right to inspect the Goods on or after delivery. Owner, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Owner rejects any portion of the Goods, Owner has the right, effective upon written notice to Supplier, to: (i) rescind this Agreement in its entirety; (ii) accept the Goods at a reasonably reduced price; or (iii) reject the Goods and require replacement of the rejected Goods. If Owner requires replacement of the Goods, Supplier shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, Owner may replace them with goods from a third party and charge Supplier the cost thereof and terminate this Agreement for cause pursuant to Section 5. Any inspection or other action by Owner under this Section shall not reduce or otherwise affect Supplier's obligations under this Agreement, and Owner shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

#### 4. PERFORMANCE OF SERVICES:

If Supplier is supplying Services, then the following terms shall apply:

(a) Supplier shall provide the Services to Owner as described and in accordance with the schedule set forth on the Purchase Order and in accordance with this Agreement.

(b) Supplier shall ensure that all Persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Supplier, are properly licensed, certified or accredited as required by Applicable Law and are suitably skilled, experienced and qualified to perform the Services.

(c) Supplier shall keep and maintain any Owner equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Owner's written instructions or authorization.

(d) The Purchase Order number must appear on all invoices or other documents relating to this Agreement.

(e) Owner shall have the right to inspect the Services to ensure that the Services conform to the requirements of this Agreement, but no such inspection by Owner shall relieve Supplier of its obligations hereunder. If any of the Services performed by Supplier do not conform to the requirements of this Agreement, such failure to conform shall constitute a breach and Owner shall have the rights and remedies provided hereunder, together with all other rights and remedies available to Owner at law or equity.

#### 5. TERMINATION:

(a) Except with respect to Goods in transit to Owner, Owner may terminate this Agreement for any reason after ten days' prior written notice to Supplier.

(b) Owner may immediately terminate this Agreement by written notice to Supplier if Supplier or any of its Representatives (i) fail to comply with any Applicable Laws or any policies, guidelines or practices of Owner, the noncompliance of which presents, in the reasonable opinion of

Owner, a serious threat to human safety or health or to the environment or (ii) breach any of Supplier's representations, warranties, obligations, or covenants contained in this Agreement.

(c) If Owner terminates this Agreement for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Owner prior to the termination. Supplier shall not be entitled to payment for Services performed or Goods supplied after the effective date of any notice of termination unless approved by Owner or otherwise provided in this Agreement or the notice of termination.

(d) No Party shall be relieved of any of its obligations arising hereunder prior to the termination hereof.

(e) Termination shall be without prejudice to any rights and remedies available to a Party, including injunctive relief.

#### 6. PRICE:

The Price for the Supply shall be as set out in the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Owner.

#### 7. PAYMENT:

Within 30 days after completion of the Services or delivery of the Goods, as applicable, Supplier shall provide Owner a proforma invoice for Owner's review and approval prior to final invoicing. Upon approval by Owner of the proforma invoice, Supplier shall invoice Owner. Each invoice shall: (i) be delivered to Owner via the e-mail address set out on the Purchase Order; (ii) include an itemization of the Goods and/or Services covered by the invoice, including a breakdown of materials, labor, equipment, freight, and taxes required by any public authority, if any, that are to be paid by Owner; (iii) include a complete copy of third party invoices and receipts, if any, that are to be paid by Owner; and (iv) include an itemization of any reimbursable expenses accompanied by supporting information. Unless otherwise stated in the Purchase Order, any amount payable hereunder shall be due within 30 days after receipt of an invoice in proper form. Payment of invoices by Owner shall not constitute final acceptance of the Supply. Owner shall not be obligated to make payment for any Services performed or Goods delivered by Supplier not set forth in this Agreement.

#### 8. CHANGES IN SPECIFICATIONS:

Owner may at any time, by written instructions and/or drawings issued to Supplier (each a "Change Order"), order changes to the Supply. Supplier shall within ten days of receipt of a Change Order submit to Owner a firm cost proposal for the Change Order. If Owner accepts such cost proposal, Supplier shall proceed with the changed Supply subject to the cost proposal and the terms and conditions of this Agreement. Supplier acknowledges that a Change Order may or may not entitle Supplier to an adjustment in the Supplier's compensation or the performance deadlines under this Agreement.

#### 9. DELAY OR NONDELIVERY OF SUPPLY:

Time is of the essence with respect to Supplier's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other

requirements in this Agreement. If Supplier is supplying Services, Supplier will proceed diligently, continuously, and expeditiously in accordance with accepted industry practices and Standards and with any performance schedule set forth in the Purchase Order or provided via Owner's recognized portal or via email ("Performance Schedule"). If Supplier is supplying Goods, then upon Supplier's receipt of the Purchase Order or at any time thereafter, the Goods cannot be shipped within the time specified hereunder, notice thereof must be given immediately to Owner's representative by email or through Owner's recognized portal, together with advice on the best delivery possible. Failure to provide Services by the dates set out in the Performance Schedule or to deliver Goods on or before the date specified in the Purchase Order shall entitle Owner, at its option, to terminate all or any part of the Purchase Order without prejudice to any other rights Owner may have as a result thereof.

#### 10. ACCESS TO SITE:

If the Supply requires Supplier to enter onto Owner's site ("Site"), then the following shall apply: (i) Supplier acknowledges that entry onto the Site is at Supplier's own risk. Supplier shall ensure that Supplier's Representatives are aware that they enter onto the Site at their own risk; (ii) Supplier shall have control of and be liable for all risk of loss or damage to all equipment, machinery, or other property belonging to Supplier and its Representatives that is brought onto the Site; (iii) Supplier may be required to provide proof that the insurance policies required herein are obtained and are in effect before entering the Site; and (iv) Supplier will be required to observe and comply with Site rules and regulations and applicable safety policies and guidelines of Owner when on Site and will require its Representatives to do the same. Subject to the requirements set forth herein, Supplier and Supplier's Representatives are hereby authorized to enter the Site at such times as may be reasonably necessary to perform the Supply. Supplier and its Representatives may enter only those portions of the Site as are required for the Supply and shall perform the Supply in a manner that shall not interfere with any activities conducted by Owner or any other Person at the Site.

#### 11. WARRANTIES:

(a) Supplier warrants to Owner that for a period of 12 months from the date of delivery all Goods will: (i) be free from any defects in workmanship, material and design and, if multiple units of Goods are delivered, shall be even in kind and quality within each unit and among all units; (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Owner; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Owner.

(b) Supplier warrants to Owner that for a period of 12 months from the completion of the Services that: (i) Supplier possesses the skills, abilities, and qualifications necessary to perform the Services and that Supplier will exercise the appropriate degree of care, skill, and diligence exercised by professionals providing services similar to the Services; (ii) Supplier has the licenses, certifications and/or accreditations necessary to perform the Services; (iii) the Services shall conform in all respects to the specifications and Standards described in this Agreement; (iv) the Services shall be free from errors, omission, and other defects; and (v) there is and shall be no claim or infringement of any intellectual property rights resulting from the Services.

(c) The warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Owner's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If the Supply does not conform to the warranties stated above, then Supplier shall either, at Owner's option and at the sole cost and expense of Supplier, promptly repair or replace the defective Goods and/or re-perform the defective Services. Supplier shall be responsible for the cost of all relevant transportation to and from the Site, labor costs, and other expenses associated therewith. If Supplier fails to promptly take such corrective action, then Owner may do so at Supplier's expense. Supplier shall reimburse Owner for all actual costs and expenses incurred by Owner resulting from the failure of the Supply to meet the warranties hereunder. Replaced or repaired Goods and re-performed Services shall be subject to the same inspection, acceptance, and warranty provisions of this Agreement as originally delivered and performed.

(d) With respect to any warranties Supplier has received from third party suppliers, Supplier shall assign to Owner any such warranties and provide Owner with copies of the warranty contracts, provided that assignment of warranties to Owner shall not relieve Supplier of its obligations hereunder. Supplier shall not take any action to modify, release, waive, or otherwise discharge any such warranties without the prior written consent of Owner.

#### 12. SUPPLIER REQUIREMENTS:

Supplier shall: (i) pay all fees, wages, taxes, and medical insurance coverage and all other statutory deductions and benefits of its Representatives and comply with all applicable labor and employment requirements with respect to its Representatives, (ii) obtain all required licenses, consents, approvals, and permits necessary to perform its obligations hereunder, (iii) comply with all Applicable Laws that are applicable to this Agreement and Supplier's performance hereunder, including, but not limited to, all Applicable Laws related to anti-bribery, human rights and data protection, and (iv) comply with all rules, regulations and policies of Owner, including security procedures concerning systems and data and remote access thereto.

#### 13. WORK PRODUCT:

All Work Product developed or made by Supplier or its Representatives during the term of this Agreement in the course of the Supply are works made for hire and shall belong to Owner.

#### 14. INDEMNITY:

(a) To the fullest extent permitted by law, Supplier shall indemnify, defend, and hold harmless Owner, its Affiliates, and their respective Representatives (collectively, the "Indemnified Parties") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with (i) the Goods and Services purchased from Supplier, (ii) the negligence or willful misconduct of Supplier or its Representatives, or (iii) breach of this Agreement by Supplier.

(b) Supplier shall, at its expense, defend, indemnify, and hold harmless the Indemnified Parties against any and all Losses arising out of or in connection with any claim that the Indemnified Party's use or possession of the Goods or use of the Services infringes or

misappropriates the patent, copyright, trade secret or other intellectual property right of any third party.

(c) Notwithstanding the foregoing, Supplier shall have no obligation to indemnify the Indemnified Parties if and to the extent that the relevant claim or Loss is primarily caused by the gross negligence or willful misconduct of the Indemnified Parties.

(d) Owner shall have the right, at its option, to participate in the defense of any such claim or suit hereunder without relieving Supplier of any obligations hereunder. Supplier shall not enter into any settlement without Owner's prior written consent.

(e) Supplier's indemnification obligations shall not be affected by any insurance Supplier is required to maintain under this Agreement. Every exemption, limitation, defense, immunity, indemnity, or other benefit contained in this Agreement or otherwise to which Owner is entitled shall be held by Owner for the benefit of and shall extend to protect the Indemnified Parties.

#### 15. LIMITATION OF LIABILITY:

Neither Party will be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other damages the non-breaching Party could not reasonably have foreseen on entry into this Agreement; provided, however, the foregoing waivers of damages shall not apply with respect to: (i) Supplier's liability to Owner for which Supplier is required to be, but is not, insured under the insurance policies required hereunder; (ii) Supplier's liability for criminal acts, fraud, willful misconduct or gross negligence; (iii) Supplier's liability to the Indemnified Parties in respect of any claims made by and any Losses to any person other than the Indemnified Parties; (iv) Supplier's liability for the infringement of third-party intellectual property rights; or (v) Supplier's liability for breach of the confidentiality provisions of this Agreement.

#### 16. SUPPLIER REPORTING AND UNFORESEEN CONDITIONS:

Supplier shall report to Owner from time to time on the status of the Supply and in so doing shall: (i) immediately notify Owner if Supplier becomes aware of any unforeseen circumstances that may adversely affect the quality or safety of the Supply; (ii) if requested, provide Owner with all or a portion of the then existing Work Product; (iii) if applicable, promptly advise Owner of all material results obtained during the course of providing the Supply; and (iv) if applicable, deliver to Owner a final written report upon completion of the Supply or the earlier termination of this Agreement.

#### 17. FORCE MAJEURE:

Neither Party shall be liable for its failure to perform any of its obligations hereunder during any period in which the Supply is delayed by fire, flood, earthquake or other natural disaster, war, embargo, riot, acts of terror, or the intervention of any public authority of similar impact, provided that the Party suffering such delay immediately notifies the other Party in writing of the delay. Supplier's economic hardship or changes in market conditions are not considered an event of force majeure. If the Supply by Supplier is delayed by an event of force majeure for a cumulative period of 14 days or more, Owner, notwithstanding any other provision herein to the contrary, may terminate this Agreement by notice to Supplier. In the event Owner does not terminate this Agreement due to an event of force majeure, then (i) the time for performance or cure shall be extended for a period equal to the duration of the event of force majeure, and (ii) Supplier shall provide Owner with Supplier's plan to proceed with the Supply notwithstanding the event of force majeure.

#### 18. CONFIDENTIALITY:

All non-public, confidential or proprietary information of Owner, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Owner to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Owner in writing. Upon Owner's request, Supplier shall promptly return all documents and other materials received from Owner. Owner shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain; (ii) known to Supplier at the time of disclosure; or (iii) rightfully obtained by Owner on a non-confidential basis from a third party.

#### 19. AUDIT:

During the term of this Agreement and for a period of three years thereafter, Supplier shall maintain complete and accurate books and records with respect to the Supply and the invoices submitted to Owner for payment hereunder. Owner may audit such books and records of Supplier as may be reasonably necessary to determine the accuracy of any invoice submitted by Supplier.

#### 20. NOTICES:

All notices and other communications required or permitted under this Agreement shall be in writing and shall reference this Agreement and shall be deemed delivered on the earlier of when receipt is acknowledged or verified or (i) when delivered in person, (ii) the first business day after when sent by email or fax, (iii) five days after having been sent by a recognized commercial express courier or certified mail return receipt requested with written verification of receipt. All communications shall be sent to the receiving Party at the address set forth in the Purchase Order.

#### 21. SUBCONTRACTING:

Supplier shall not delegate, subcontract, or outsource any of its duties and obligations arising hereunder without the prior written consent of Owner. No delegation, subcontracting, or outsourcing by Supplier (permitted or otherwise) shall relieve Supplier of any duty or obligation arising under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between Owner and any Supplier subcontractor or supplier.

#### 22. INSURANCE:

Except for the sole supply of Goods delivered to the Delivery Point by a common carrier, Supplier shall, at its own expense and prior to performing its obligations hereunder, procure and maintain insurance coverage underwritten by a reputable insurer with a security rating from A.M. Best of not less than A-VII and on terms and conditions consistent with prudent risk management practice and acceptable to Owner, but in no event less than those specified below:

(a) commercial general liability insurance with limits of not less than \$5,000,000 each occurrence and in the aggregate, covering liability arising from, as applicable, premises, operations, independent contractors, blasting and underground, products, completed operations,

personal injury and advertising injury, and liability assumed under contract;

(b) workers' compensation insurance issued in compliance with the Applicable Laws of each state affected by this Agreement;

(c) employer liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

(d) if Supplier shall use or provide for use of motor vehicles in providing the Supply, automobile (motor vehicle) insurance covering all liability for personal injury and property damage arising from the use of such vehicles with limits of liability of \$5,000,000 for each occurrence and in the aggregate;

(e) tools and equipment insurance with limits of \$1,000,000;

(f) technology professional liability, if applicable with limits of \$2,000,000; and

(f) if Supplier is required to be certified, licensed or registered by a regulatory entity and/or where the Supplier's error in judgment, planning, design or other professional services could result in economic loss to Owner, Supplier shall carry professional liability insurance with limits of liability of \$5,000,000.

Supplier shall maintain the insurance coverage required by this Agreement in force and effect throughout the term of this Agreement and, in the case of any coverage that is on a claims-made basis, for a period of two years after termination or, in the case of any applicable professional liability coverage, three years after termination. Supplier shall (i) cause Owner to be an additional insured under each of the insurance policies required hereunder and (ii) ensure that each policy includes (x) a waiver by the insurer of its rights of subrogation under Applicable Law to bring a claim against Owner and (y) a cross liability and severability of interests clause providing each insured the same rights under the policy; provided, however that the foregoing obligations shall not apply to workers' compensation insurance to the extent prohibited by Applicable Law.

### **23. DISPUTE RESOLUTION:**

(a) For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof (a "Dispute") the Parties shall endeavor for a period of two weeks to resolve the Dispute by negotiation. This period may be extended by agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction. Nothing contained herein shall preclude a Party from initiating court proceedings relating to any Dispute arising under this Agreement where that Party seeks urgent or interim declaratory or injunctive relief.

(b) The prevailing Party in any proceeding shall, in addition to other relief awarded, be entitled to recover reasonable legal fees, expenses, and costs of investigation as actually incurred in any mediation, arbitration, litigation, appeal, bankruptcy, or other such proceedings.

### **24. GOVERNING LAW:**

a. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nevada. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts located in Washoe

County, Nevada.

b. Each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Nevada in any suit, action or proceeding relating to or arising out of this Agreement, and waives any objection based on improper venue or forum non convenience. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

### **25. WAIVER:**

No waiver by Owner of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Owner. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

### **26. NO THIRD-PARTY BENEFICIARIES:**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

### **27. SEVERABILITY:**

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent permitted by law and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A provision of similar economic effect shall be substituted for any invalid, illegal, or unenforceable provision.

### **28. SURVIVAL:**

Any obligations and duties that, by their nature, extend beyond the expiration or earlier termination of this Agreement including, but not limited to, the warranties in Section 11, the indemnities in Section 14, the liability limitations in Section 15, and the confidentiality provisions in Section 18, shall survive any such expiration or termination and remain in effect.

### **29. ASSIGNMENT:**

Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Owner. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder.

### **30. RELATIONSHIP OF THE PARTIES:**

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

### **31. ENTIRE AGREEMENT:**

This Agreement sets forth the complete understanding of the Parties as

to the subject matter hereof as of the date written above and supersedes all agreements and representations made or dated prior hereto, except that, in case of conflict between the provisions of this Agreement and any other agreement between the Parties which triggered the issuance of the Purchase Order, said agreement shall govern. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each Party.