



PURCHASE ORDER TERMS AND CONDITIONS FOR TECHNICAL SERVICES (CANADA)

ATS and Supplier wish to enter into an independent contractor arrangement whereby Supplier shall perform certain Services for ATS in accordance with the following terms and conditions:

- 1) **Definitions:**
 - a) **"Agreement"** means these Purchase Order Terms and Conditions for Technical Services ("**Conditions**"), together with the PO and NDA.
 - b) **"ATS"** means ATS Automation Tooling Systems Inc. or one of its affiliates or subsidiaries identified on the face of the PO.
 - c) **"ATS Properties"** means all: (i) ATS-supplied and third party products, systems, hardware, documents, information and other data, supplied by ATS for the performance of Services by Supplier and/or the Supplier Workers; (ii) all business processes, specifications, models, financial data and other business information of ATS; and (iii) all trademark, copyright, patent, trade secret and other intellectual property rights related to any of the foregoing.
 - d) **"Developments"** means, without limitation, all results, data, technical information, know-how, copyrights, models, drawings, specifications, prototypes, designs, software, and inventions (whether or not patentable) that are discovered, created and/or reduced to practice by the Supplier and/or the Supplier Workers in performing the Services and any activities leading thereto or connected therewith.
 - e) **"NDA"** means the confidentiality agreement entered into by the parties prior to or concurrently with ATS's issuance of the PO to Supplier, which confidentiality agreement is hereby incorporated by reference.
 - f) **"PO"** means the purchase order to which these Conditions are attached and/or incorporated by reference. The PO is an offer to purchase Services from Supplier on the terms and conditions set out in the Agreement, and shall become a binding agreement and shall be deemed accepted upon acknowledgment of receipt of the PO or the commencement of performance by Supplier (or Supplier Workers) in any manner consistent with the PO.
 - g) **"Services"** means the services to be performed by Supplier pursuant to the Agreement.
 - h) **"Supplier"** means the person or entity to which the PO is issued that attaches or references these Conditions, who shall perform certain Services for ATS in accordance with the Agreement.
 - i) **"Supplier Workers"** means the one or more employees, independent contractors, or other workers otherwise engaged by Supplier who will actually perform the Services; "Supplier Workers" are not employees of ATS.
 - j) **"Work Product"** means all Services performed, all documentation, and each and every Development developed by Supplier and/or the Supplier Workers in relation to the Agreement.
- 2) **General Obligations of the Parties:** Supplier shall perform the Services, and ATS shall pay Supplier for Services performed, in accordance with the terms and conditions of the Agreement.
- 3) **Payment:** As full and complete consideration for the performance of the Services, ATS shall pay Supplier the fees stipulated in the PO within ninety (90) days after receipt by ATS of a proper invoice.
- 4) **Invoices:** Each invoice submitted to ATS by Supplier shall detail the PO number, the nature of the Services performed, the fees payable, and the basis on which the calculation of the fees has been made. In no event without the prior written authorization of ATS shall Supplier invoice ATS for more than the maximum aggregate fees or hours permitted to be invoiced by Supplier as specified in the PO.
- 5) **Expenses:** Unless otherwise specified in the PO, Supplier shall be responsible for all expenses incurred as a direct or indirect result of the performance of the Services; including without limitation all travel expenses in relation to the Supplier Workers performing the Services.
- 6) **Nature of Relationship:** Supplier shall perform the Services as an independent contractor, and nothing contained in the Agreement shall be construed to create or imply a joint venture, partnership, principal-agent, or employment relationship between the parties, or between ATS and the Supplier Workers. Neither Supplier nor the Supplier Workers shall act or purport to be acting as the legal agent of ATS, and neither Supplier nor the Supplier Worker(s) shall enter or purport to enter into any agreement on behalf of ATS or otherwise bind or purport to bind ATS or cause ATS to incur liability in any manner whatsoever. In relation to the Supplier Workers, Supplier shall be solely responsible for ensuring compliance with all applicable labour and employment laws, ordinances, codes and regulations of governmental agencies, including federal, provincial, state, municipal and local governing bodies, of any country, province or state having jurisdiction over Supplier, the Supplier Workers, or the performance of the Services (or any part thereof) under the Agreement, including, without limitation, any and all applicable laws, ordinances, codes and/or regulations with respect to the number of hours (regular and/or overtime) permitted to be worked by any Supplier Worker.
- 7) **No Employment Payments or Benefits:** Supplier expressly acknowledges and agrees that, as an independent contractor, Supplier is to at all times maintain its own insurance coverages and that there is no obligation whatsoever for ATS to maintain Supplier or any Supplier Workers as an insured or beneficiary under any policy of insurance that ATS has for itself. Supplier further acknowledges and agrees that as an independent contractor, Supplier and the Supplier Workers are not entitled to any employee benefits from ATS, including, but not limited to, any employer with/holdings or liability for: taxes; extended health, life or disability insurance; vacation or leave; pension or retirement plans; stock plans; employment insurance; or worker's compensation insurance (collectively, "**Employee Benefits**"). Supplier is obligated to pay federal and provincial/state income tax on any moneys paid pursuant to the parties' contractual relationship. Supplier hereby covenants to pay, at Supplier's expense, all income taxes, employment insurance premiums, unemployment insurance, federal pension plan premiums, social security insurance, workers' compensation contributions, workers' compensation insurance premiums, and all other taxes, charges and contributions which are required by applicable statutes, laws, or regulations, or which competent government authorities levy or require to be paid on behalf of Supplier or the Supplier Workers. ATS may request from time to time, and the Supplier shall promptly provide within fourteen (14) calendar days of each such request, proof of payment and/or remittance of such obligations. To the maximum extent permitted by law: (a) Supplier, on behalf of itself and the Supplier Workers, waives all claims against ATS for any Employee Benefits; and (b) Supplier shall defend ATS against any claim and shall indemnify and hold harmless ATS for any liability for any Employee Benefits for Supplier or the Supplier Workers imposed on ATS. Supplier also agrees to reimburse ATS for any award, judgment or fine against ATS based on the position that Supplier or any Supplier Worker was ever ATS's employee, including all legal fees and costs ATS reasonably incurs defending itself against any such liability.
- 8) **Source Deductions:** Notwithstanding any other provision in the Agreement, if a competent government authority should assert that ATS is responsible for making any source deductions or other payments for Supplier or a Supplier Worker, then ATS shall be entitled to start making such source deductions and unless the parties agree otherwise at that time, then ATS shall also be entitled to deduct an amount equal to any source deduction or retroactive assessment, together with any costs, penalties and expenses (including all legal fees, disbursements and costs) incurred by ATS related to such assertions or deductions, from any amounts then payable by ATS to Supplier under the Agreement. Supplier hereby agrees to indemnify ATS, its directors, officers and employees, for any such amounts that are not recovered by ATS by way of set-off as described above, within fourteen (14) calendar days after it receives a written demand for these amounts from ATS.
- 9) **Withholding Tax:** The parties acknowledge and agree that ATS may be obliged to withhold from the Supplier, and submit to a government authority or agency ("**Agency**"), applicable withholding tax (the "**Withholding Tax**"). The parties acknowledge that the Supplier may be entitled to apply to the Agency for a waiver from the Withholding Tax, however the application for, and the obtaining of any such waiver is the responsibility of the Supplier alone and it is not the responsibility of ATS. In the event that ATS is not provided with a copy of such a written waiver issued by the Agency in advance of the commencement of the Supplier providing the Services, ATS shall withhold and remit the applicable Withholding Tax.
- 10) **International Travel & Trade Compliance:** Supplier shall be solely responsible to ensure that each of its Supplier Workers travelling to perform the Services have the necessary work permits, visas and/or any other applicable governing authority's approval in order to enter and exit the applicable country or jurisdiction to perform the Services in accordance with the Agreement. Supplier shall be solely responsible to obtain all necessary export, import, and re-export permits, licenses, clearances and/or permissions from all applicable governing authorities prior to the export, import, and/or re-export of any controlled and/or regulated items, including, without limitation, tools, equipment, spare parts, conflict minerals, drawings, technical plans or documents, computers, handheld devices, smartphones, hardware, software, data, documents and other information. Supplier acknowledges that the disclosure of controlled and/or regulated items, equipment, technical plans or drawings to foreign nationals is subject to regulation in certain jurisdictions including but not limited to Canada and the United States of America, and that such disclosure may be considered a "deemed export" by operation of laws or regulations in that jurisdiction or abroad. Supplier will not disclose controlled and/or regulated items, equipment, technical plans or drawings to foreign nationals in violation of these laws or regulations. Supplier shall ensure that its Supplier Workers shall declare all controlled and/or regulated items upon entering and exiting Canada, the United States of America, and any foreign country. Supplier agrees to notify ATS if any deliverable under the Agreement is restricted by import or export control laws or regulations. Supplier shall be solely responsible for any seizures, fines or delays that occur at the point of import or export, and shall fully indemnify ATS for any losses arising out of these seizures, fines or delays. Supplier shall further ensure that all products imported, exported or re-exported are packaged and labelled in accordance with the packaging and labelling regulations in place in the relevant jurisdiction. Supplier shall immediately notify ATS if Supplier or its Supplier Worker is, or becomes, listed in any denied parties list or if Supplier's or Supplier Worker's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity. Supplier shall provide prompt notification to ATS's Director, Global Trade Compliance, in the event of changed circumstances, including, but not limited to, ineligibility, a violation or potential violation of the International Trade in Arms Regulations, and the initiation or existence of a governmental investigation that could affect the Supplier's performance under the Agreement. Supplier shall on the first shipment of any item to ATS or ATS's customer, provide to ATS a Certificate of Origin or a Manufacturer's Affidavit for each item, and either an Export Control Classification Number or the Harmonized Tariff Schedule Classification Number.
- 11) **Representations and Warranties:** Supplier represents, warrants and covenants with ATS that:
 - a) Supplier and the Supplier Workers are each eligible to perform the Services;
 - b) Supplier and the Supplier Workers have, and shall at all times maintain, any and all necessary qualifications, designations, certifications, training, knowledge, experience and skills to perform the Services;
 - c) the Services will be performed in a competent and professional manner, and in no event with less than a reasonable standard of care and in accordance with generally accepted industry standards and all applicable governmental, customer, and engineering standards and requirements;
 - d) Supplier and the Supplier Workers shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies (including federal, provincial, state, municipal and local governing bodies, of any country having jurisdiction over the Services or any part thereof), and any and all applicable self-governing bodies;
 - e) Supplier and the Supplier Workers shall observe and comply with all site rules, policies and requirements applicable to any ATS site, and the site of any ATS customer at which the Supplier or the Supplier Workers are performing Services hereunder, including, without limitation, with respect to the environment and occupational health and safety;
 - f) neither Supplier nor its Supplier Workers shall commit any act or failure to act that could cause damage to the reputation and/or goodwill of ATS, its affiliates, or their respective customers;
 - g) Supplier and Supplier Workers shall take all necessary precautions to protect the integrity of ATS's computer and software systems and, where applicable, ATS's customer's computer and software systems, including without limitation, ensuring the Supplier Workers comply with any ATS policies for the use and care of these systems;
 - h) Supplier and Supplier Workers shall at all times act, operate and be in compliance with ATS's Supplier Code of Ethics (a copy of which has previously been provided to Supplier);
 - i) Supplier's performance under the Agreement shall not breach any other agreement entered into by Supplier or the Supplier Workers;
 - j) neither Supplier nor any Supplier Worker has brought to ATS, or shall use in the performance of the Services, any confidential information of any former client or employer of Supplier or Supplier Worker, or of any other third party, unless Supplier or the Supplier Worker has received prior written authorization to do so from ATS and the owner of the confidential information; and
 - k) Supplier agrees that it shall defend, indemnify and hold harmless ATS, its affiliates, and their respective directors, officers, employees and agents, for any and all losses, damages, costs and expenses (including reasonable legal fees and expenses) that ATS, its affiliates, or any of their respective directors, officers, employees or agents may sustain or become liable for by reason of any claim based on the above representations, warranties and covenants.
- 12) **Intellectual Property Indemnification:** Supplier agrees that it shall defend, indemnify and hold harmless ATS, its affiliates, and their respective directors, officers, employees and agents, for any and all losses, damages, costs and expenses (including reasonable legal fees and expenses) that ATS, its affiliates, or any of their respective directors, officers, employees or agents may sustain or become liable for by reason of any claim that the Work Product infringes any patent, copyright, trade secret or other intellectual property right of a third party.
- 13) **Limitation of Damages:** IN NO EVENT SHALL ATS BE LIABLE TO SUPPLIER OR THE SUPPLIER WORKERS FOR PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING UNDER THE AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO CIRCUMSTANCES SHALL ATS'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO SUPPLIER IN RESPECT OF THE SPECIFIC PO GIVING RISE TO THE CLAIM.
- 14) **Insurance:** Supplier shall carry and maintain in good standing at all times while the Agreement is in effect, and for a period of at least one (1) year thereafter, at least the following minimum insurance coverage, written on an occurrence basis and underwritten by insurers with a minimum rating of A-VII by A.M. Best:
 - a) Workers' Compensation; as required by Ontario and/or Canadian regulations or laws and as per statutory limits;
 - b) Comprehensive General Liability, including, without limitation, coverage for operations, completed operations, products liability, and coverage specific for workplace personal injury arising in or during the course of the Supplier's engagement with ATS, with limits of at least \$2,000,000 per occurrence;
 - c) Professional Liability (Errors & Omissions) with limits of at least \$5,000,000;
 - d) Excess Liability with limits of at least \$1,000,000 per occurrence; and
 - e) Automobile Liability (including owned, non-owned and hired vehicles) with limits of at least \$1,000,000 per occurrence.Supplier shall ensure that ATS is named as an additional insured on the policies set out in (b) through (e) above. Upon request by ATS, Supplier shall promptly furnish ATS a copy of a certificate (or certificates) confirming the requisite insurance is in place to the satisfaction of ATS.
- 15) **Termination for Convenience:** Notwithstanding any other provision in the Agreement, ATS may terminate the Agreement at any time for convenience upon written notice to Supplier.



PURCHASE ORDER TERMS AND CONDITIONS FOR TECHNICAL SERVICES (CANADA)

- 16) **Payment upon Termination for Convenience:** If ATS terminates the Agreement for convenience, ATS shall pay Supplier for Services performed under the Agreement up to the effective date of termination at an amount equal to the lesser of: (a) the hourly rate specified (if any) in the PO multiplied by the number of hours of Services that Supplier can demonstrate to ATS's satisfaction were performed up to the effective date of termination; and (b) the percentage completion of the applicable PO. If the fees for Services under the PO are based on Supplier achieving identified milestones, ATS shall pay Supplier up to and including the last milestone achieved prior to the effective date of termination, and, in addition, ATS shall pay to Supplier the hourly rate specified (if any) in the PO, multiplied by the number of hours of Services that Supplier can demonstrate to ATS's satisfaction were performed between the date that milestone was achieved and the effective date of termination, provided that the additional amount shall not exceed the amount payable for the next milestone.
- 17) **Termination with Cause:** Notwithstanding any other provision in the Agreement, ATS may terminate the Agreement effective immediately upon delivery of notice of termination to Supplier if:
- Supplier commits a breach of the Agreement, or if Supplier fails to properly perform and observe Supplier's obligations under the Agreement and fails to rectify the situation within seven (7) calendar days after ATS delivers notice of the breach or failure to perform;
 - there is any act of fraud, dishonesty or other act of wrongful, negligent, reckless or willful misconduct by Supplier, any Supplier Worker or by any other employee, agent, or representative of Supplier, in connection with the performance or observance of their respective obligations under the Agreement; or
 - Supplier becomes insolvent, or a receiver or receiver-manager is appointed for any part of the property of Supplier, or Supplier makes an assignment, proposal or arrangement for the benefit of its creditors or Supplier files an assignment in bankruptcy, or any proceedings under any bankruptcy or insolvency laws are commenced against Supplier.
- 18) **Return of Materials, Equipment and Confidential Information:** Upon termination or expiration of the Agreement, or at any time upon request by ATS, Supplier shall, and shall ensure that its Supplier Workers shall, immediately deliver to ATS, at Supplier's own expense and risk:
- all ATS Properties;
 - all Developments and Work Product in the possession, charge, control or custody of Supplier and/or the Supplier Workers; and
 - all confidential and/or proprietary information of ATS (and its affiliates, customers, suppliers and other subcontractors) and all copies thereof, and all other materials, documents, information, contracts, equipment, materials and property in the possession, charge, control, or custody of Supplier and/or the Supplier Workers which are owned by, or related in any way to the business or affairs of ATS (or its affiliates, customers, suppliers or other subcontractors).
- Supplier shall, and shall ensure that the Supplier Workers shall, return any equipment, materials or property furnished by ATS to Supplier and/or the Supplier Workers in the same condition as they were when furnished by ATS, reasonable wear and tear excepted.
- 19) **Confidentiality and Non-Disclosure Agreement:** The parties acknowledge having entered into an NDA. The NDA remains in full force and effect, and the terms and conditions of the NDA are incorporated herein by reference, and supersede the terms hereof, such that if there is a conflict between the terms and conditions of the NDA and these Conditions, then the terms and conditions of the NDA will govern. Supplier also acknowledges and agrees that the terms of the PO, the Services being performed, the deliverables being supplied (if applicable), and Supplier's relationship with ATS and with ATS's affiliates, customers, suppliers and other subcontractors, shall be treated as "Confidential Information" as that term is defined in the NDA. In the absence of an NDA, Supplier agrees to keep confidential and maintain the confidentiality of the confidential information of ATS and its affiliates, customers, subcontractors and suppliers, including, without limitation, the ATS Properties, the terms of the PO, the Services being performed, the deliverables being supplied, and the relationship between Supplier, ATS and ATS's affiliates, customers, suppliers and other subcontractors. These Conditions impose no obligation on Supplier where such information: (i) was known to Supplier prior to receipt of the information on a non-confidential basis; (ii) is or becomes a matter of public knowledge or publicly available through no fault of Supplier; (iii) is rightfully received by Supplier on a non-confidential basis from a third party; (iv) is independently developed by Supplier without use of or reference to information from ATS or its affiliates, customers, suppliers or other subcontractors, as established by the written records of Supplier; or (v) is publicly disclosed by Supplier with prior written approval of ATS. Supplier agrees to protect the information in strictest confidence by using the same degree of care to prevent the unauthorized use, dissemination or publication of the information as Supplier uses to protect its own confidential information, provided that in no case shall such standard of care be less than a reasonable degree of care. Supplier may disclose such information only to those of Supplier's employees who have a strict need to know such information for the purpose of the Agreement, provided such employees are under obligations of confidentiality to maintain the confidentiality of such confidential information. Supplier shall not use the confidential information of ATS or its affiliates, customers, suppliers or other subcontractors for any purpose other than as necessary to carry out the purposes of the Agreement.
- 20) **Ownership of Work Product and Developments:** ATS shall be the exclusive owner of any and all Work Product, and of all intellectual property rights in and to such Work Product, including, without limitation, any and all Developments, and improvements thereto. Supplier agrees to assign and does hereby assign, and shall ensure that its Supplier Workers agree to assign and do assign, to ATS all rights, titles and interests throughout the world and universe, including without limitation, all copyright, trade-marks, trade secrets, design rights, patent rights, and any other intellectual property right in and to all Work Product. Supplier covenants that it shall not, and that it shall ensure that the Supplier Workers shall not, either during the Term of the Agreement or thereafter, directly or indirectly, contest, or assist any third party to contest, ATS's ownership of the Work Product and any intellectual property rights related thereto.
- 21) **Disclosure of Developments:** Supplier, on behalf of itself and the Supplier Workers, agrees to make full and prompt disclosure of all Developments to ATS.
- 22) **Further Acts:** Supplier agrees to cooperate fully with ATS and to ensure the Supplier Workers cooperate fully with ATS, both during and after the termination of the Agreement, with respect to signing further documents and doing such acts and other things reasonably requested by ATS to confirm the transfer of ownership of the Work Product, the waiver of moral rights therein, and to obtain or enforce copyright, trademark, trade secret, design, patent, or other protection for Work Product. Supplier shall not receive any consideration or royalties in respect of such transfer of ownership, beyond the fees specified in the PO, provided that the expense of obtaining or enforcing intellectual property protection shall be borne by ATS.
- 23) **Services to Create Works Made For Hire:** Notwithstanding the generality of the foregoing, all copyrightable materials prepared by Supplier and/or Supplier Workers in connection with Work Product performed under the Agreement, shall be considered works made for hire under the United States Copyright Act and any other applicable law, and any and all copyrights in and to such materials are and shall be the sole property of ATS. Supplier agrees to execute all documents reasonably requested by ATS and to render, at ATS's expense, whatever reasonable assistance ATS may request to perfect ATS's interest in and to such copyrights whether in Canada, the United States of America, or elsewhere in the world.
- 24) **Non-Competition:** Without the prior written consent of ATS, Supplier shall not at any time during the term of the Agreement and for two (2) years following the date of termination or expiration of the Agreement: (i) provide Services, or services similar in whole or in part to the Services, to customers of ATS; or (ii) assign or allow any Supplier Workers and/or any other Supplier personnel who have access (or have had access) to the confidential and/or proprietary information of ATS (or its affiliates, customers, suppliers or other subcontractors) to either individually or in partnership or jointly or in conjunction with any person as principal, agent, consultant, employee, shareholder or in any other manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise or provide any services for any person or entity that produces, markets, sells or otherwise deals in products or services competitive with the products or services produced, marketed, sold or otherwise dealt in by ATS, or with those products or services that Supplier knew, or ought to have known, that ATS contemplated producing, marketing, licensing or selling. SUPPLIER CONFIRMS THAT THE OBLIGATIONS SET OUT IN THIS SECTION ARE FAIR AND REASONABLE.
- 25) **Non-Solicitation of ATS Employees:** During the term of the Agreement and for a period of twelve (12) months thereafter, Supplier shall not: (i) induce or attempt to influence, directly or indirectly, any ATS employee to leave the employ of ATS; or (ii) solicit for employment, recruit, employ, or carry on business with, directly or indirectly, any then current ATS employee. SUPPLIER ACKNOWLEDGES THAT ATS HAS INVESTED TIME AND MONEY IN THE RECRUITMENT AND TRAINING OF ITS EMPLOYEES AND THAT THE PROVISIONS HEREOF ARE REASONABLE IN ORDER TO PROTECT ATS'S BUSINESS AND PROPRIETARY INTERESTS, AND THAT COMPLIANCE WITH THE PROVISIONS HEREOF WILL NOT BE AN UNREASONABLE HARDSHIP ON SUPPLIER.
- 26) **Audit:** Supplier expressly acknowledges and agrees that ATS and/or its customers have the right to inspect and audit the status and quality of the Services performed by Supplier and/or its Supplier Workers at any time during the performance of the Services.
- 27) **Enforcement:** Supplier acknowledges and agrees that if Supplier violates the Agreement, it would be difficult to determine the damages ATS would suffer, including, but not limited to, losses attributable to lost trade secret, confidential information and/or proprietary information and increased or unfair competition. Supplier further acknowledges and agrees that damages may not be a full and adequate remedy to compensate ATS for any breach of Supplier's obligations contained in the Agreement. Accordingly Supplier agrees that in addition to any and all other remedies available, ATS shall be entitled to obtain relief by way of a temporary and/or permanent injunction to enforce these obligations.
- 28) **Information regarding Agreement:** Supplier shall not, and shall ensure that Supplier Workers shall not, disclose or advertise in any manner the nature of the Services performed under the Agreement or the fact Supplier has entered into the Agreement with ATS.
- 29) **Assignment, Subcontracting and Succession:** Supplier shall not assign or subcontract or purport to assign or subcontract any of Supplier's rights or obligations under the Agreement without first obtaining ATS's written consent. If such consent is given on any particular occasion, it shall still be required for all subsequent assignments and subcontracts. The Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns.
- 30) **Time of Essence/No Waiver:** Time is of the essence of the Agreement. No waiver by ATS of a breach or omission by Supplier under the Agreement shall be binding on ATS unless it is expressly made in writing and signed by ATS. Any waiver by ATS of a particular breach or omission by Supplier shall not affect or impair the rights of ATS in respect of any subsequent breach or omission of the same or different kind, and in all events time shall continue to be of the essence without the necessity of specific restatement.
- 31) **Severability:** If any provision of these Conditions is declared excessively broad by a competent court of law, it shall be construed so as to afford ATS the maximum protection permissible by law. If any provision of these Conditions is declared void by a competent court of law, the provision shall be severed from these Conditions, and the remainder of these Conditions shall otherwise remain in full force and effect.
- 32) **Notice:** Any notices, reports or other communications required or permitted to be given under the Agreement shall be in writing and shall be sufficient if delivered by hand or sent by courier or facsimile addressed to ATS or Supplier at their respective addresses shown on the PO, or to such other address as one party advises the other party in writing. Any such notices, reports, or other communications shall be deemed to have been received by the party to whom they were addressed upon delivery by hand, courier or facsimile when received.
- 33) **Whole Agreement/Modification:** The Agreement supersedes all previous dealings, communications, understandings and expectations of the parties and constitutes the whole agreement with respect to the transactions contemplated hereby, and there are no representations, warranties, conditions, or collateral agreements between the parties with respect to such transactions except as expressly set out in the Agreement. No amendment, modification, supplement or other purported alteration of the Agreement shall be binding upon a party unless in writing signed by them or on their behalf by a duly authorized representative(s). In the event of any conflict or discrepancy between these Conditions and the PO, the terms of these Conditions shall govern unless the language in the PO expressly states that it is the specific intent of ATS that the PO overrides a particular provision of these Conditions.
- 34) **Survival:** The expiration or termination of the Agreement shall not terminate those covenants which by their terms are intended to continue in full force and effect after such termination, including, but not limited to, any provision of the Agreement which expressly states it is to continue in effect after termination or expiration of the Agreement, or which by its nature would survive the termination or expiration of the Agreement.
- 35) **Governing Law:** The Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction in which the principal place of business of the ATS entity issuing the PO is located, and Supplier and ATS hereby submit to the exclusive jurisdiction of the Courts of said jurisdiction for resolution of disputes arising in connection with the Agreement.
- 36) **English Language:** The parties hereto confirm that it is their wish that these Conditions, as well as all the other documents forming the Agreement or relating thereto, including notices, shall be drawn up in English only. Les parties aux présentes manifestent leur volonté que cette entente, ainsi que tous les documents, y compris tous les avis s'y rattachant, soient rédigés en anglais seulement.