



APPENDIX "A"
GENERAL TERMS AND CONDITIONS
FOR THE PURCHASE AND SALE OF ZS2 PRODUCTS

The following general terms and conditions ("Terms and Conditions") form an integral part of the agreement between ZS2 Technologies Ltd. ("ZS2") and buyer (the "Buyer", collectively with ZS2, the "Parties" and individually a "Party") for the supply of proprietary TechBoard™, TechPanel™, TechFloor™ products and other products and technologies, including without limitation those in development and/or prototype stages, for residential, commercial and institutional projects (collectively the "ZS2 Products"). Further, these Terms and Conditions shall apply to any provision of ZS2 Products (including without limitation whether the Buyer is using the ZS2 Products for their own use or for third-party resale) and shall govern the Parties rights and obligations related thereto. Aside from any product quote or order generated by ZS2 (a "Product Quote"), non-disclosure agreements between the Parties or the terms and conditions contained in any applicable Marketing, Sales and Distribution Agreement (a "TechPartner Agreement") executed between the Parties (collectively, the "Ancillary Agreements"), the Parties expressly disclaim the application of any collateral terms and conditions to the purchase and sale of ZS2 Products that are not included in a Product Quote, these General Terms and Conditions or the Ancillary Agreements, including (without limitation) any terms and conditions of Buyer set forth in any offer given by Buyer to ZS2; invoice, acknowledgement or other communication issued by Buyer; and any standard or general conditions of purchase by Buyer. In the event of a conflict between these Terms and Conditions and the Ancillary Agreements, the terms of these Terms and Conditions shall prevail.

1. PRICING AND PRODUCT QUOTE

ZS2 will provide updated ZS2 Product pricing on a reasonable basis concurrent to the recent ZS2 price list or otherwise calculated using ZS2's "standard pricing calculations" or which are calculated using ZS2's pricing software.

The Parties acknowledge that fluctuating prices for raw material prices and other unforeseen factors may require adjustments to the ZS2 Product pricing. As such, ZS2 reserves the right to change the ZS2 Product pricing at any time but with a minimum of thirty (30) days prior written notice to Buyer. All ZS2 Product pricing will be honored by ZS2 for thirty (30) days or unless otherwise notified in writing. Pricing does not include installation and transportation costs will be confirmed by ZS2 prior to shipping and shall be payable to ZS2 as part of the Final Payment (as defined below in paragraph 2). All ZS2 Product Quotes are subject to sales or use tax (state and/or local) based on the shipping destination unless the Buyer provides ZS2 with a tax exemption certificate for the jurisdiction in advance of the order. Absent such tax exemption certificate, the Buyer shall be responsible for payment to ZS2 of all applicable taxes. ZS2 Product pricing remains subject to further additions as ZS2 may deem reasonable at any time.

The Parties shall confirm the ZS2 Product pricing by the issuance by ZS2 of a formal Product Quote. The Product Quote and these Terms and Conditions describe the specific terms and conditions for the supply of ZS2 Products by ZS2 and, subject to a Change Order (as defined in paragraph 4) being agreed to in accordance with paragraph 4 below, is the only document that will be recognized by ZS2 for the provision of ZS2 Products. Buyer acknowledges and agrees that unless otherwise agreed to and confirmed by ZS2 in writing, Buyer is liable to third party customers for the sales, marketing and distribution of ZS2 Products.

2. PAYMENT AND CREDIT

Subject to any specific payment schedule ZS2 may have for individual products and schedules that may be agreed to by the Parties in writing, the Buyer acknowledges and agrees to the following payment schedule, which it shall pay to ZS2 in accordance with the purchase of ZS2 Products:

- ten percent (10%) non-refundable deposit, payable in advance, prior to project commencement

- fifty percent (50%) non-refundable payment paid following approval and sign off by Buyer, Buyer's customer (if applicable), third party engineers (where required) and ZS2 of the project scope, design, and drawings, as well as final agreement between the Parties on the Product Quote but paid prior to commencement of the manufacturing of any ZS2 Products; and
- final forty percent (40%) payment (the "Final Payment"), to be paid by Buyer upon completion of the ZS2 Products and prior to shipping to Buyer or Buyer's customer.

For clarity, the Buyer acknowledges and agrees that the Final Payment might not include final engineering costs, which can vary greatly in invoice timing and cost, depending on the project. The Buyer acknowledges and agrees to be responsible for and pay to ZS2 all final engineering costs, regardless of whether the Final Payment has been made.

All payments shall be made within thirty (30) days of invoice from ZS2 or as otherwise stipulated in such invoice. If Buyer fails to make any payment when due, ZS2 shall have the right to (i) suspend and hold all shipments and deliveries of ZS2 Products; and (ii) charge interest on the amount overdue at a per annum rate compiled from the due date to the date of payment at an annual rate equal to fifteen percent (15%). The Buyer acknowledges and agrees that it shall be responsible for, and shall reimburse, all of ZS2's costs and expenses (including legal fees and disbursements on a full indemnity basis) reasonably incurred in collecting any payments not paid in accordance with this paragraph.

Any change or deviation from these standard payment terms must be agreed to in writing by a representative of ZS2. ZS2 may choose, at its sole discretion, to establish credit limits contingent on the Buyer's ongoing account status. All payments shall be made in accordance with ZS2's payment instructions and any questions or enquiries regarding payments can be directed to 'finance@zs2technologies.com'.

3. PERFORMANCE AND RESPONSIBILITIES

Buyer shall furnish all necessary labor, supervision, resources, equipment, materials and supplies required for the receipt, storage, handling, installation, use and maintenance of the ZS2 Products. Further, Buyer shall have all the required licenses and approvals for the receipt, storage, handling, installation, use and maintenance of the ZS2 Products and shall abide by all applicable laws, as well as ZS2's policies, procedures, technical guidelines, manuals, training programs, rules of engagement, codes of ethics and instructions of any kind whether verbal or in writing (collectively, the "ZS2 Product Procedures").

4. PROJECT SCOPE AND CHANGE ORDERS

Any project scope and design documents will be prepared in direct consultation and as per the requirements of the Buyer. ZS2 will only begin the manufacturing process after the Buyer (and/or its customer), ZS2 and their respective engineers and representatives have reviewed and signed off on any project scope documents, the Product Quote and the engineer's design and only once the fifty percent (50%) advance payment has been made in accordance with paragraph 2 above.

ZS2 shall deliver only those items expressly set forth in an approved Product Quote. Any items which are not set forth in the Product Quote, including without limitation, beams, fasteners, and bracing, shall not be delivered by ZS2 and shall only be delivered following a specific Product Quote for those items or a Change Order (as defined below in this paragraph 4) along with amended payment terms.

All changes or amendments to a Product Quote must be agreed to in writing by the Parties (a "Change Order"). Buyer acknowledges and agrees that it shall be liable, and shall indemnify, defend and hold harmless ZS2, for all Claims (as defined in paragraph 9 below) stemming from a change to a Product Quote regardless of whether such change is required before or after manufacturing of the ZS2 Products has begun. In the event that a Change Order is requested, ZS2 shall be entitled to reject such change or otherwise revise its prices and delivery schedules in any manner to reflect the requested changes. If Buyer attempts to cancel or change any Product Quote without ZS2's consent, without limiting any other remedies available to ZS2, Buyer hereby agrees to be liable for and pay to ZS2 the following within fifteen (15) days of such cancellation or change:

- the purchase price, including applicable taxes, listed on the Product Quote for all ZS2 Products which have been completed prior to ZS2's actual receipt of Buyer's notice of cancellation or change;

- any costs and other expenses incurred by ZS2 for uncompleted items;
- storage fees if ZS2 Products or related materials are stored for more than sixty (60) days after the original scheduled shipment date.

The Buyer acknowledges and agrees that all custom ZS2 Products made to special specifications may be subject to further advance payment and cannot be cancelled or amended for any reason without ZS2's prior written consent. Alterations to any ZS2 Product which ZS2 deems necessary to comply with specifications, standards, applicable law, any other intellectual property right or other proprietary interest; or to otherwise improve a ZS2 Product may be made at any time by ZS2 without prior notice to or consent of the Buyer.

5. TITLE AND RISK

Title to the ZS2 Products shall vest in Buyer upon final payment thereof except in the case of full pre-payment prior to delivery, where title to the ZS2 Products will vest in Buyer upon delivery of the ZS2 Products to the delivery location specified in the Product Quote (the "Delivery Location"). The assumption of the liability for risk of loss to the ZS2 Products will pass as care, custody and control passes between the Parties at the Delivery Location.

6. PRODUCT DELIVERY, ACCEPTANCE AND INSTALLATION

Buyer acknowledges and agrees that shipping dates are only estimates based on factory conditions at the time ZS2 provides a Product Quote and are therefore subject to change due to circumstances which occur between the date of the Product Quote, ZS2's receives and approves a Product Quote and/or delivery. ZS2 will communicate to Buyer any material known delay in manufacturing and delivery times as soon as reasonably practicable. The Parties acknowledge and agree that ZS2 shall not be liable for any costs, penalties or damages of any kind stemming from a delay in a delivery of ZS2 Products.

Buyer shall inspect the ZS2 Products immediately upon arrival at the agreed Delivery Location and shall have 48 hours to give written notice to ZS2 of any defect, damage or deficiency in the ZS2 Products. The 48-hour period shall commence once the ZS2 Products have been delivered in accordance with the Product Quote, regardless of whether the delivery has been unopened and/or stored temporarily. If delivery pallets are broken down and further shipped by Buyer, the deficiencies must be reported prior to such secondary transportation. If Buyer fails to give such notice during the 48-hour period, the Buyer shall be deemed to have irrevocably accepted the ZS2 Products and ZS2 will have no liability for any defect, damage or deficiency reported after that time. In the case where payment has not yet been made in full for the delivered ZS2 Products, Buyer will pay the undisputed portion of the purchase price in accordance with the payment terms set forth in the Product Quote.

The Buyer acknowledges and agrees to:

- confirm that all materials have been received.
- immediately notify ZS2 of any notification or communication from any regulatory body regarding the ZS2 Products or their delivery to the Delivery Location;
- fully cooperate with any custom brokers, as may be required, and comply with the requirements of any Border Services Agency with respect to importing ZS2 Products;
- keep ZS2 properly and regularly informed of any complaints concerning the ZS2 Products and/or their delivery;
- comply with the ZS2 Product Procedures, including without limitation those concerning storage, installation, application, repair, maintenance and use of the ZS2 Products and shall ensure its personnel are fully aware of all ZS2 Product Procedures;
- comply with any instructions from ZS2 regarding any issues with ZS2 Products that may put people or property at risk; and
- seek input from ZS2 regarding any downstream customer complaints regarding the ZS2 Products and comply with any directions which ZS2 may (at its sole discretion) provide in regards to addressing such complaints.

The Buyer hereby warrants that it and all installers (either in-house or third party) undertaking to install ZS2 Products have reviewed and understood the ZS2 Product Procedures, including without limitation ZS2's current Technical Manual and Installation Guide, which will be provided by ZS2 upon request. ZS2, at its sole discretion, may offer on-site support, training and project management to assist with the installation process, but shall bear no liability for any damage to the ZS2 Products during the installation process, whether caused or contributed by ZS2 or its representatives. The Buyer hereby acknowledges and agrees to be responsible for and shall further indemnify, defend and hold harmless ZS2 for all Claims (as defined in paragraph 10 below) stemming from the unloading, discharge, storage, handling, installation, use and maintenance of the ZS2 Products following delivery to the Delivery Location, whether caused by a faulty installation, deviation from the ZS2 Product Procedures (including the limited product warranty contained in paragraph

12 below), or any other reason. For clarity, but not to diminish the Buyer's obligations in this paragraph 6, the Buyer acknowledges and agrees that it is responsible for its own project and as such ZS2 is not liable or responsible, in any manner, for: (i) the structural integrity of a structure; (ii) site conditions (including without limitation slab flooring condition); or (iii) any product used contrary to any agreed upon project scope, drawings or Product Quote. Buyer agrees to utilize experienced installers for ZS2 Products, with the requisite skill and experience and will provide them with all the ZS2 Product Procedures necessary to complete the installation. Further, Buyer shall communicate with ZS2 regarding the time and location of installations.

7. INSURANCE

The Buyer shall maintain reasonable insurance coverage with a reputable insurance provider during the Term, at levels necessary to cover the liabilities set forth herein with specific coverage for the following:

- commercial general liability insurance, including coverage for all non-owned products and completed operations liability, manufacturers and contractors' liability, with a combined single limit of no less than five million dollars (\$5,000,000) per occurrence involving bodily injury, death or property damage; and
- employer's liability insurance of no less than five million dollars (\$5,000,000) per occurrence;

8. INTELLECTUAL PROPERTY

ZS2 does not grant a license or right of any kind to use ZS2's trademarks, trade names, service marks or other intellectual property, without first obtaining ZS2's express written consent for each specific use of ZS2's intellectual property. No license or conveyance of any rights in ZS2's intellectual property is granted or implied by these Terms and Conditions (or any transactions resulting therefrom) and any consent to use such property will not give the Buyer any intellectual property rights in those marks or names and such consent will automatically end if the Buyer's status as a Buyer or these Terms and Conditions is terminated.

Buyer assumes all risk for and shall further indemnify, defend and hold harmless ZS2 from all Claims (as defined in paragraph 10 below) of patent infringement resulting from its or its customers use of the ZS2 Products, whether in combination with other intellectual property, the operation of any process, or otherwise arising out of ZS2's compliance with Buyer's designs, specifications or instructions.

9. LIABILITY AND INDEMNITY

Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the "Indemnified Party") from any actions, injury, claims, liabilities, losses, damages, demands, penalties, fines, expenses (including without restriction all legal costs on a solicitor and client basis) and costs of every kind and nature whatsoever (collectively, "Claims") incurred by the Indemnified Party: (i) attributable to the Indemnifying Party's breach of any of its obligations, representations, warranties or covenants in these Terms and Conditions; (ii) relating to any further sales, marketing or distribution of the ZS2 Products to Buyer's (as Indemnifying Party) own customers; or (iii) with respect to the ZS2 Products, while such ZS2 Products are in the care, custody and control of the Indemnifying Party.

Neither Party shall be liable under or in connection with the Terms and Conditions or under any other theory of law, whether in contract, tort or otherwise, for any special, indirect, contingent, incidental or consequential damages. If and to the extent any payment required to be made pursuant to these Terms and Conditions is deemed to constitute liquidated damages, the Parties acknowledge and agree that such damages are difficult or impossible to determine and that such payment is intended to be a reasonable approximation of the amount of such damages and not a penalty. ZS2's cumulative liability under these Terms and Conditions (whether under breach of warranty, contract, tort or otherwise) shall be limited to (and shall never exceed) the purchase price applicable for the specific portion of the ZS2 Product giving rise to Buyer's claim for such damages.

10. CANCELLATION

Should a Product Quote be terminated for any reason after manufacturing (regardless of delivery) without ZS2's prior written consent, Buyer shall pay to ZS2 the purchase price, including applicable taxes, listed on the Product Quote for all ZS2 Products which have been completed prior to termination and any costs and other expenses incurred by ZS2 for uncompleted ZS2 Products. Upon termination or proposed amendment to the Product Quote, the Buyer agrees ZS2 shall not be liable to the Buyer for any termination compensation, whether based upon goodwill established, expenditures incurred, investments made by the Buyer, or otherwise. ZS2 shall not be liable for any damages (whether direct, indirect, consequential, or incidental, including without limitation for expenditures made, or loss of profits or prospective profits of any kind) arising from such termination.

11. LIMITED PRODUCT WARRANTY

ZS2 represents and warrants to Buyer (which representations and warranties shall extend only to Buyer and not to any of Buyer's third party customers):

- that the ZS2 Products shall meet ZS2's published specifications or to such other quality standards the Parties have agreed to in writing, except for any R-Values or Sound Transmission Coefficients (STC), which are provided by ZS2 as estimates only;
- that, so long as the Buyer, its representatives and third-party contractors have received, stored, handled, installed, used and maintained the ZS2 Products in accordance with the ZS2 Product Procedures and that the ZS2 Products have not been modified or changed in any manner, for a period of ten (10) years (the "Warranty Period") from the date of delivery, the ZS2 Product will be free from the following limited manufacturing defects: cracking, rotting, swelling, and delamination; and
- good and free title in the ZS2 Product prior to delivery to the Buyer.

Except for the warranties made in this paragraph 11, ZS2 makes no other representation or warranty (express, implied, statutory or otherwise) regarding the ZS2 Products, including (without limitation) any warranty of merchantability or of fitness for any particular purpose. Further, ZS2 shall not be responsible for cracking due to misuse, accident, modifications, unsuitable physical or operating environment, improper receipt, storage, handling, installation, use or maintenance of the ZS2 Products, structural movement beyond the engineered design, excessive deflection, improper finishing, lack of water or vapor barrier, failure to adhere to the ZS2 Procedures in any manner, or other failure or movement of foundation or other structural elements. The potential for efflorescence and shading is inherent in all cementitious products and is not considered a manufacturing defect. These warranty provisions do not cover failure of any part or parts manufactured by parties other than ZS2 or failure due to circumstances of Force Majeure outlined in paragraph 14 below.

To make a claim under the limited warranty provisions contained in this paragraph 12, you must notify ZS2 of any defect immediately in writing to the following address: Technical Services, ZS2 Technologies Ltd., 9128 52nd Street S.E. Calgary, Alberta, CANADA T2C 5A9. The claim must include all information related to the alleged defect of ZS2 Products. The claim must be submitted within the Warranty Period, in a timely and reasonable fashion, and investigated and confirmed by ZS2 before any remedies are addressed. The Buyer shall cooperate with ZS2's investigation by providing the necessary access, documents and evidence of the defect. For any claim that is not valid, the Buyer hereby agrees to pay ZS2 for its reasonable costs and expenses, including without limitation travel, out of pocket expenses and labor associated with the investigation of the warranty claim.

Should a legitimate claim be made by the Buyer for a manufacturing defect in a ZS2 Product and such claim has been investigated and confirmed by ZS2, ZS2, at its sole discretion, may either (subject to the reduction of warranty obligations discussed below): (i) repair the defective ZS2 Product at its sole cost and expense; (ii) pay the Buyer for the specific defective ZS2 Product; or (iii) otherwise replace the defective product at ZS2's sole cost and expense. During the second through tenth year of the Warranty Period, ZS2's warranty obligation shall be reduced by ten percent (10%) per year of the original purchase price in accordance with the following table:

Year	Reduction in ZS2's Warranty Obligations
1	0%
2	10%
3	20%
4	30%
5	40%
6	50%
7	60%
8	70%
9	80%
10	90%

ZS2 shall not be responsible for any labor, removal, or installation charges that may result from any repair or replacement of ZS2 Products in accordance with this paragraph 12. For Buyers modifying the ZS2 Product prior to installation, all defects must be identified and claimed prior to installation. If a defective ZS2 Product is repaired or replaced by ZS2 under the terms of this warranty, the original Warranty Period shall then continue to apply extending for the balance of the Warranty Period left at the time the Product proved defective.

These remedies provided in this paragraph 12, shall be the sole and exclusive remedies available to Buyer with respect to ZS2 Product defects. The Parties agree that the warranty provisions of this paragraph 12 are for the sole benefit of Buyer and are not transferable. Further these warranty provisions are intended to be a complete allocation of risk between the Parties and because the price paid for the ZS2 Products reflects such risk allocation, this limitation will not have failed even if it operates to bar certain remedies.

12. CONFIDENTIALITY

The Parties' obligations of confidentiality shall be governed by a specific confidentiality and non-disclosure agreement executed between the Parties prior to the execution of these Terms and Conditions (an "NDA"). Should no such NDA exist, the Parties agree that the confidentiality obligations set forth in this paragraph 13 shall govern. "Confidential Information" means all information or data of any kind (whether or not marked as "confidential"), communicated to the Buyer in any manner, relating to ZS2, its affiliates, or their respective businesses and shall include without limitation, any of the following: marketing information, methods, data, research, sales techniques; information concerning the business, plans, strategies, customer, suppliers, practices, procedures, manufacturing processes, operations and delivery of services of ZS2; financial information, statements, forecasts, reports, costs and profits, and all other items relating to the financial condition of ZS2; data, computer programs, access codes to any computer programs and software of any nature, technology, techniques, know how, research, processes, methods, products, formulas, compositions, ideas, trade secrets, works of authorship, inventions, intellectual property, patents, patent applications and any improvements thereto. For greater certainty, Confidential Information shall also include all notes, analyses, compilations, studies, interpretations, inventions improvements, modifications, enhancements (whether or not patentable) or other documents prepared by the ZS2 that contain, reflect or are based upon, in whole or in part, the Confidential Information furnished to the Buyer.

Confidential Information shall not include information which: (a) is or becomes part of the public domain through no breach of these Terms and Conditions or fault of Buyer; (b) has, by written authorization of ZS2, been approved for release or disclosure by Buyer; or (c) is required by law to be disclosed pursuant to a subpoena or order of a court or government agency, provided that Buyer promptly notifies ZS2 of any such order or requirement, and cooperates in any effort by ZS2 to obtain a protective order from the issuing court or government agency limiting disclosure and use of the information.

Buyer shall not use Confidential Information for any purpose whatsoever without the prior written consent of ZS2, which shall include (without limitation) the following prohibited uses: (1) advertisements or any other promotional activity; (2) use of any intellectual property provided by ZS2; (3) using, disclosing or transferring any Confidential Information to any third party in manner; and (4) marketing, selling or distributing products that are similar to ZS2 Products. Buyer shall take all reasonable precautions to ensure against any disclosure, transfer or use of Confidential Information not specifically authorized by ZS2 in writing. The terms, conditions, and obligations of confidentiality under these Terms and Conditions shall survive the completion, fulfillment, termination, or expiration of any review Buyer undertakes for the purposes described in above and shall continue until the Confidential Information enters the public domain, provided that the same is not in the public domain as a result of a breach of these Terms and Conditions. This section will remain in force regardless of the fact in case of any underlying agreements are terminated.

It is understood and agreed that damages and legal remedies are inadequate remedies in the event of a breach or intended or threatened breach by of this section and that any such breach by Buyer will cause ZS2 irreparable injury and damage. Accordingly, the Buyer agrees that ZS2 shall be entitled, without waiving any additional rights or remedies otherwise available to ZS2 at law, or in equity, or by statute, to preliminary and permanent injunctive relief in the event of a breach of intended or threatened breach by Buyer. Buyer further agrees that ZS2 may pursue such injunctive relief without any requirement to pay security for costs or any other bond into court. As soon as reasonably possible upon ZS2's written request following the expiration or termination of these Terms and Conditions, Buyer will return to ZS2, or, to the extent permitted by law, destroy, all Confidential Information that has been provided to Buyer and will not retain any copies, extracts, or other reproductions in whole or in part of such Confidential Information. ZS2 makes no representation or warranty with respect to confidential information not expressly set forth in this agreement. Without limiting the generality of the foregoing, ZS2 does not represent or warrant that the Confidential Information is complete, accurate, useful, feasible, suitable, functional, safe or defect-free. Buyer accepts all risk of use of, and reliance on, Confidential Information.

13. FORCE MAJEURE

Each Party will be excused for any failure or delay in its performance under these Terms and Conditions due to causes that are beyond its reasonable control, including without limitation an act of God, government action, war, civil disturbances, criminal action by a third party, threats or acts of terrorism, strikes and labor problems, lightning, fire, flood, washout, storm, breakage or accident to equipment, tools or machinery, and shortage of raw materials, and the time for performance shall be extended by the period of such failure or delay; provided that the delayed Party: (a) gives the other Party written notice of such cause promptly; and (b) uses reasonable efforts to correct such failure or delay in its performance; provided, however, in the event that the period of such failure or delay continues for more than three (3) months, any party may terminate these Terms and Conditions upon not less than thirty (30) days written notice to the other party.

14. GOVERNING LAW AND ARBITRATION

These Terms and Conditions shall be deemed to be made in the Province of Alberta and shall be construed in accordance with and governed by the laws of such Province exclusively. Any disputes or claims arising out of or relating to these Terms and Conditions, or any other document, instrument or agreement executed in connection herewith shall be subject to the exclusive jurisdiction of the courts of the Province of Alberta to which the parties irrevocably submit.

Any disputes under these Terms and Conditions that the Parties may agree to resolve by arbitration shall be resolved in accordance with the *Arbitration Act (Alberta)*. The Parties expressly exclude from application to these Terms and Conditions the United Nations Convention on Contracts for the International Sale of Goods.

15. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEFS

Parties agree that damages may not be adequate remedy and the Parties shall be entitled to institute any action or proceeding to seek specific performance or enforcement of the provisions hereof. Any Party against whom such action or proceeding is brought hereby waives any claim or defense therein that the other Party has an adequate remedy at law. The Parties agree that they shall be entitled to seek an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief that a court in the Province of Alberta may deem necessary or appropriate to restrain the Parties and/or any or all of the other Parties from committing any violation or to enforce the performance of the covenants, representations and obligations contained in these Terms and Conditions. These injunctive remedies are cumulative and are in addition to any other rights and

remedies the Parties may have at law or in equity, including without limitation a right for damages.

16. SEVERABILITY

If any provision of these Terms and Conditions shall be held invalid and unenforceable, then such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of these Terms and Conditions.

17. WAIVER

The failure of any party hereto to insist, in any one or more instances, upon strict performance of any of the terms or conditions of these Terms and Conditions shall not be construed to constitute a waiver or relinquishment of any right granted under these Terms and Conditions or of the future performance of any such term, covenant, or condition, or any similar term, covenant or condition, and the obligations of the appropriate party with respect to any such term or condition shall continue in full force and effect. No waiver shall be binding unless executed, in writing, by the party making the waiver.

18. ASSIGNMENT; BENEFIT

Buyer may not assign these Terms and Conditions or any of its interests, rights, or obligations hereunder without the prior written consent of ZS2, such consent not to be unreasonably withheld. All of the terms of these Terms and Conditions shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors, permitted assigns, heirs, and legal representatives, and nothing in these Terms and Conditions is intended to confer any right, remedy, or benefit upon any other person.

These Terms and Conditions, and any or all rights and obligations herein, may be assigned by ZS2 upon written notice to the Buyer.

19. RELATIONSHIP OF THE PARTIES

It is not the intention of the Parties to create, nor shall these Terms and Conditions be construed as creating, a partnership, joint venture, agency, franchise or fiduciary relationship, an association, or any other character of business entity recognizable in law for any purpose. These Terms and Conditions shall not render the Parties liable as partners, co-venturers or principals, or as joint operators or joint lessors. As between the Parties, it shall be conclusively presumed that every provision of these Terms and Conditions was drafted jointly by the Parties.