



CONDITIONS OF PURCHASE

These Conditions of Purchase are applicable to the purchase of products, goods and /or services (hereinafter referred to as "Deliverables") by ATS Automation Tooling Systems Inc. or one of its affiliates or subsidiaries identified on the face of this Purchase Order ("ATS") from the Seller identified on the face of the Purchase Order.

1. **Acceptance.** The Purchase Order to which these Conditions of Purchase are attached and/or incorporated by reference, is an offer to purchase the Deliverables from Seller on the terms set out in the Purchase Order and in these Conditions of Purchase, and shall become a binding agreement and shall be deemed accepted upon acknowledgment of receipt of this Purchase Order or the commencement of performance by the Seller in any manner consistent with the Purchase Order or by any shipment to ATS of Deliverables described on the face of the Purchase Order, whichever occurs first. In the event of any inconsistency or conflict between the terms set out on the face of the Purchase Order and these Conditions of Purchase, the terms set out on the face of the Purchase Order shall prevail. This Purchase Order together with any specifications, drawings or other written instructions issued hereunder contains the complete and final agreement between ATS and Seller and all prior negotiations, quotations, proposals, and writings pertaining to this Purchase Order are superseded hereby. Any different or additional terms or conditions in any Seller quotation, proposal, acknowledgment, commencement, invoice or other document or communication issued by Seller shall constitute a counteroffer and no contract shall exist unless accepted in writing by ATS; provided, however, that in the event that Seller has commenced performance, such different or additional terms or conditions shall be void and of no effect, and these Conditions of Purchase and the Purchase Order shall prevail. Any reference in the Purchase Order to Seller's quotation or proposal is for the purpose of reference to the technical specifications or information contained therein, and shall not incorporate by reference any different or additional terms or conditions of Seller that may be contained and/or referenced therein. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are a part of this Purchase Order, Seller shall immediately submit the matter to ATS for its determination and shall comply with the determination of ATS in such matter.
2. **Changes.** ATS may at any time, by written notice, make changes in drawings, specifications, descriptions, shipping instructions, quantities and or delivery schedules. Should any change increase or decrease the cost of any Deliverables, Seller shall immediately notify ATS providing details and ATS shall make an equitable adjustment in the purchase price. No change to the Purchase Order shall be valid unless agreed in writing by an authorized representative of ATS. If due to design changes ATS requests additional or alternate components similar to the Deliverables herein, any such additional or alternate order shall be in accordance with the same pricing structure and terms as contained herein.
3. **Delivery.** Time is of the essence for performance under this Purchase Order. Delivery of Deliverables in accordance with delivery dates specified on the face of this Purchase Order is critical to the ability of ATS to meet its contractual obligations to its customer. Seller shall work the necessary hours with sufficient facilities and manpower to ensure that Deliverables are delivered on the date or dates specified by ATS. In addition, if Seller fails to meet the delivery dates as specified by ATS other than by reason of Excusable Delay (as defined herein), ATS may, without limiting or affecting its other rights or remedies available hereunder or at law or in equity, direct expedited shipment and/or incur premium freight or transportation costs, and Seller shall pay upon demand all excess costs incurred thereby, including additional handling charges and other expenses (whether related or not) resulting therefrom. Seller shall be responsible for all other direct, consequential, and incidental damages incurred by ATS as a result of Seller's failure to meet the delivery dates, other than by reason of an Excusable Delay, including without limitation the reimbursement of any costs, penalties, and damages owed by ATS to its customer for late delivery or other performance, and the cost of obtaining replacement deliverables from an alternate source. ATS' actions in obtaining substitute or replacement deliverables shall not limit its rights and remedies available hereunder or at law or in equity.
4. **Excusable Delay; Force Majeure.** Except in respect of the rights of termination granted pursuant to the last sentence of this Section, neither party shall be responsible for the delay in performance of its obligations under a Purchase Order resulting from an act of God, public enemy, compliance with laws, governmental acts or regulations, fire, act of civil or military authority, Governmental priority, flood, epidemic, pandemic, war, riot, or other causes substantially similar to the foregoing which render performance impossible and which are beyond its reasonable control ("Excusable Delay"). Immediately upon the date the Seller first knows, or acting reasonably should have known, of the circumstances giving rise to an Excusable Delay, the Seller shall provide written notice of the claim for Excusable Delay and requesting a schedule adjustment. The notice shall include complete details supporting the claim and all reasonable alternative courses of action in the case of any continued delay. Upon receipt of the notice, both parties shall use diligent efforts minimize the effects of such Excusable Delay are minimized. Failure to provide timely notice shall be cause for ATS to refuse to make a schedule adjustment for a belated notification. The Seller will only be relieved from delays from and after the giving of such notice. If any Excusable Delay lasts longer than thirty (30) days, ATS may in its sole discretion terminate the Purchase Order without liability.



5. **Inspection of the Work.** ATS and its customer shall be entitled to inspect the Deliverables in manufacture at all reasonable times to ensure compliance with ATS' Global Supplier Quality Manual, the specifications and delivery schedule. Seller shall provide suitable facilities and support to accommodate such inspections. Any inspection of the Deliverables prior to delivery and operational acceptance testing shall not be deemed acceptance of any non-conformance to the specifications or ATS' Global Supplier Quality Manual.
6. **Shipments.** All Deliverables are to be suitably prepared for shipment and must be packed and shipped in accordance with the governing classification and tariffs applicable thereto, and in accordance with ATS' packaging instructions, if any. All Deliverables shall be packaged in a manner sufficient to ensure delivery in an undamaged condition. Seller shall be responsible for costs or damages incurred by ATS as a result of or caused by improper packaging. All shipments and packages shall include a packing slip listing the Deliverables, quantities, ATS part numbers (if any), Purchase Order number, shipping location name and receiving department number. Any materials or substances considered hazardous or toxic shall be delivered in appropriate containers / packaging with the required warning labels clearly visible and the respective Material Safety Data Sheets accompanying the delivery, in compliance with all applicable laws. Seller shall notify ATS by facsimile or electronic transmission seven (7) days prior to expected shipment. On the day of shipment, Seller shall confirm shipment by facsimile or electronic transmission notification that shall include: the carrier's name, the waybill number, number of pieces, estimated weight (by piece and total), progressive bill number, destination, and estimated date of delivery. Unless otherwise indicated on the Purchase Order, delivery will be made to ATS INCOTERMS 2010 FCA Seller's shipping location. Material delivered without proper containment, packaging, labeling and documentation may be returned to Seller at Seller's expense. If the Deliverables are not shipped in accordance with ATS' specifications and/or ATS' packaging instructions, Seller shall pay or reimburse ATS for the any and all excess and additional costs occasioned thereby.
7. **Certificates of Origin.** Upon request, Seller shall promptly furnish to ATS all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the Deliverables and the materials and components contained therein or used in the performance thereof, as may be required by ATS to comply fully with all customs, tariffs and other applicable governmental regulations. Seller shall comply with all such regulations. Seller shall indemnify and hold ATS, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and ATS' customer harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including fines and penalties) arising from or as a result of: (i) Seller's delay in furnishing such certificates or other information to ATS; (ii) any errors or omissions contained in such certificates; and (iii) any non-compliance by Seller with such regulations.
8. **Security Interest, Title and Risk of Loss.** In the event progress payments or advances will be made, Seller hereby grants ATS a security interest in the Deliverables as well as any and all components, inventory, and raw materials, whether now existing or hereafter arising, and any replacements, improvements, substitutions, attachments, and accessions thereto or thereon purchased by Seller with progress payments or advances made by ATS and to be used by Seller in manufacturing the Deliverables. Seller agrees to execute and deliver all documents requested by ATS to protect and maintain ATS' security interest. Title and risk of loss or damage to the Deliverables shall pass to ATS upon delivery to the specified destination. Seller warrants that upon delivery ATS shall acquire good and clear title, free and clear of all liens, encumbrances and security interests. To the maximum extent permitted by the applicable law, Seller waives any lien or other rights that Seller might otherwise have on or in any of ATS' or ATS' customer's property, and agrees that neither Seller, nor any of its subcontractors or suppliers, or their respective employees, will assert any interest in or make any filings including any construction or mechanic's liens or other filings in respect of any part of the Deliverables, the facility into and the land on to which the Deliverables are to be located. All drawings, specifications, manuals, models, software and all other data prepared in conjunction with this Purchase Order shall be deemed to be works for hire and shall belong exclusively to ATS. If by operation of law any of the foregoing material is not work made for hire, then Seller agrees to assign, and hereby assigns, to ATS the ownership of such material including all copyrights thereto.
9. **Warranty.** Seller represents, warrants, and covenants that: (1) the Deliverables delivered hereunder are new, free from defects in design (except to the extent the design was supplied to Seller by ATS), materials, workmanship, and manufacture, and conform to the specifications; (2) Seller has the necessary knowledge, experience, and skills to provide the Deliverables; and (3) Seller performance under the Agreement will be completed 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. In addition, Seller warrants that the Deliverables delivered will function in accordance with the specifications published or provided to ATS by Seller's representative for the term of the warranty period. The parties agree the warranty period shall be not less than twenty-four (24) months from the later of: (a) the date the Deliverables are delivered by Seller to ATS or, if so directed by ATS, to ATS' customer; and (b) the date the Deliverables are put into production by ATS or its customer, alone or as part of another machine or product. Upon notification from ATS, at ATS' option, Seller shall immediately repair, reperform, or replace defective or non-conforming Deliverables in accordance with ATS' Global Supplier Quality Manual at Seller's expense during the warranty period. Upon receipt of



such notice, Seller shall, at the discretion of ATS acting reasonably, immediately pay to ATS an amount as reasonably determined by ATS representing ATS' costs arising from the defect or non-conformance including without limitation all labour and other expense incurred to identify the defect or non-conformity and any down time caused thereby. If ATS determines that the Seller is unable to repair or replace the defective or non-conforming Deliverable within the time ATS requires to meet its obligations to its customer, ATS shall at its sole discretion and option: (i) proceed with correction of the defect or non-conformance and charge all resulting costs to Seller (including without limitation all labour and other expense incurred to identify and correct the defect or non-conformity (plus reasonable overhead and profit on such costs) and any down time caused thereby); or (ii) return to Seller at Seller's expense the defective Deliverables and any other Deliverables associated with the defective Deliverables supplied by Seller, for full refunds of the purchase price paid for such Deliverables and all resulting costs incurred by ATS including without limitation all labour and other expense incurred to identify and attempt to correct the defect or non-conformity (plus reasonable overhead and profit on such costs) and any down time caused thereby. ATS' action to effect cure of any defect or non-conformity shall not relieve Seller of any of its warranty obligations hereunder. The foregoing shall not be in limitation of any rights that ATS may have at law or in equity by reason of any breach of warranty, expressed or implied, or otherwise. Such warranty shall be in addition to any warranties of additional scope given to ATS by Seller.

10. **Service and Replacement Parts.** Seller guarantees the availability of all necessary parts for the Deliverables for a period of ten (10) years following the warranty period.
11. **Indemnity.** Seller shall indemnify and hold ATS and its customer, and their respective representatives, employees, agents, customers, invitees, subsidiaries, affiliates, successors and assigns, harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind (including consequential and special damages, personal injury, property damages, lost profits, recall or other ATS' customer's field service action costs, production interruption costs, inspection, handling and reworking charges, professional and other legal fees, and other costs associated with ATS' administrative time, labour and materials) arising from or as a result of: (i) any breach of Seller's warranties hereunder; and (ii) any other acts or omissions or negligence of Seller or any of its subcontractors or suppliers in connection with Seller's performance of its obligations under this Purchase Order. No limitations on ATS' rights or remedies in any Seller's documents shall operate to reduce or exclude such indemnification.
12. **Insurance.** Seller must maintain the following insurance coverages for the duration of its performance obligations under the Purchase Order and for a period of 1 year thereafter, written on an occurrence basis and underwritten by insurers with a minimum rating of A- VII by A.M. Best:
 - a) Commercial auto liability with a limit of liability not less than \$1 million per occurrence combined single limit for bodily injury and property damage of \$1 million, including owned, non-owned and hired automobiles;
 - b) Commercial general liability with a limit of liability not less than \$1 million per occurrence combined single limit, including coverage for operations, completed operations, and products liability, with a \$2 million aggregate;
 - c) Workers' compensation with statutory limits and Employer's Liability coverage with limits of at least \$1 million;
 - d) Umbrella or excess liability insurance with a limit of liability not less than \$3 million per occurrence; and
 - e) Professional Liability (Errors & Omissions) with limits of at least \$2,000,000 if services are provided.
13. **Intellectual Property Rights.** Seller shall own the intellectual property rights in any Deliverable that: (i) is offered for sale by Seller to third parties in addition to ATS; and (ii) is not modified or customized by Seller in any manner for ATS in order to fulfill its obligations under the Purchase Order, (each such Deliverable a "Seller Standard Product"). Other than for Seller Standard Products, Seller shall specify by prior written notice to ATS any and all pre-existing intellectual property of Seller or third parties developed or acquired prior to the date of the Purchase Order by Seller or third parties which are or are to be incorporated into, used in the design or manufacture of, or would otherwise affect the Deliverables (collectively, along with the intellectual property rights in Seller Standard Products, "Seller Intellectual Property"). Seller grants ATS and ATS' customer a fully paid-up, worldwide, perpetual, non-exclusive, transferable, royalty-free and unlimited license (with the right to sublicense) and right to use all Seller Intellectual Property. ATS and ATS' customer are also entitled to make subsequent changes to the Deliverables. Other than Seller Intellectual Property, ATS shall be entitled to full ownership of all data, information, inventions, or discoveries, whether patented or unpatented, conceived or first actually reduced to practice in the performance of this Purchase Order. Seller hereby assigns and agrees to assign to ATS any innovations, inventions, drawings or specifications conceived and/or reduced to practice in the course of or performance of this Purchase Order and Seller also assigns and agrees to assign to ATS all intellectual property rights thereto, including any trade secrets and patents and copyrights issuing thereon. Seller further agrees to provide reasonable assistance to ATS, at ATS' expense, for securing all such intellectual property rights. Seller agrees to promptly disclose any such data, information, invention or discovery to ATS. Except where the design of the item is provided by ATS, Seller agrees to defend at Seller's expense, and indemnify and hold ATS and ATS' customer harmless from all demands, suits, actions or proceedings against ATS or any of ATS' customers for actual or alleged infringement of any intellectual property right (including but not limited to patent or copyright) resulting from the use or sale of the Deliverables delivered under the Purchase Order. Seller further agrees to pay and discharge any and all judgements or decrees (or any amount in settlement or compromise thereof) which may be rendered in any such suit,



action or proceeding against ATS or ATS' customers. If the use of a Deliverable or an ATS product or any part thereof is or is likely to be enjoined as a result of such demand, suit, action or proceeding, Seller, at no expense to ATS or ATS' customer, shall obtain for ATS and/or ATS' customer the right to use or sell the Deliverable and/or ATS product so enjoined or effect another remedy satisfactory to ATS to permit ATS or ATS' customer to sell and/or use, operate, modify and maintain the Deliverable and/or the ATS product without restriction.

14. **Termination for Default.** Without prejudice to any other rights or remedies which ATS may have, ATS may terminate the Purchase Order, in whole or in part, effective immediately and/or cancel further performance by Seller with or without notice to Seller in the event that any of the following occur: (a) the Seller fails to perform any of its obligations under or is in default of any provision or requirement of this Purchase Order (collectively, a "Default") and fails to cure the Default within ten (10) business days of written notice of the Default from ATS; (b) the Seller is adjudged bankrupt or insolvent; (c) the Seller becomes subject to bankruptcy or insolvency proceedings pursuant to the laws of any jurisdiction; (d) the Seller makes a general assignment for the benefit of creditors; (e) if a receiver is appointed on account of Seller's insolvency, (f) Seller's inability to promptly provide ATS with adequate and reasonable assurance of Seller's financial capability to perform timely any of Seller's obligations under the Purchase Order, or (g) in the event of a change in control of Seller (where any sale or exchange of a sufficient number of shares of Seller, or any affiliate that controls Seller, effects a change in management of Seller). In addition thereto, ATS reserves the right, without liability, to cancel this Purchase Order in whole or in part by written notice effective when delivered to the Seller if; (i) the Deliverables are not delivered on the specified date or if in the judgment of ATS Seller will be unable to deliver Deliverables on the specified delivery date; or (ii) the Deliverables supplied by Seller are not in conformance with the specifications. In the event of partial cancellation, the rights and obligations of ATS and Seller with respect to the Deliverables not cancelled shall continue. In the event of default by the Seller, ATS shall have the right to terminate this Purchase Order without further liability for Deliverables not delivered to ATS. Seller shall indemnify and hold harmless ATS and its customer from all costs, losses and claims resulting from Seller's default, including reasonable attorneys' fees.
15. **Termination for Convenience and Cancellation.** ATS may at any time upon written notification to Seller, terminate this Purchase Order, in whole or in part, with respect to undelivered Deliverables on this Purchase Order without further liability other than to pay for those Deliverables that have already been delivered. For Deliverables specifically identified on the face of the Purchase Order as custom, ATS shall pay the Seller the proportionate value of the purchase price for those Deliverables completed at the time of termination, upon delivery of those Deliverables to ATS. For such custom Deliverables cancelled before being completed, ATS shall be liable to Seller for (1) Seller's cost of material or work in progress, as shown on Seller's books that cannot be returned to Seller's suppliers or subcontractors for credit, and (2) any cancellation or other costs owed by Seller to its suppliers as a result of cancellation of the custom Deliverables, but in no event shall ATS' liability for cancellation exceed the purchase price. Seller's standard products available by catalogue or other published material including website shall in no event be considered custom. In addition to the foregoing, ATS shall have the right to return to Seller for full refund without restocking or cancellation fees, any non-custom Deliverables which have been delivered to ATS and which ATS determines are no longer required by ATS.
16. **Purchase Price and Invoices.** The purchase price identified in the Purchase Order is not subject to increase for any reason or cause unless specifically agreed to by ATS pursuant to Section 2 of these Conditions of Purchase. Seller warrants that the purchase price for the Deliverables is, and shall remain, not less favourable to ATS than the prices currently extended to any other customer of Seller for the same or substantially similar deliverables in the same or substantially similar quantities and delivery requirements. Seller warrants that the prices in this Purchase Order shall be complete, and no surcharges, premiums or other additional charges of any type shall be added, without ATS' prior written consent. Upon delivery of the Deliverables specified on the face of this Purchase Order, Seller shall submit proper invoices to the attention of ATS Accounts Payable. All invoices must include the Purchase Order number, ship to address, Seller's name, Seller's GST, VAT or any other applicable tax account registration number, item description, delivery date and remittance instructions. Failure to submit proper invoices may result in payment delays. ATS shall make payment net sixty (60) days from receipt of valid Seller invoices. ATS may withhold payment in whole or in part if Seller's invoice is incorrect, does not conform to ATS' invoicing instructions, or if either the progress relating to the Deliverables or parts thereof, as stipulated in Seller's invoice, has not been achieved. ATS shall be entitled to set off any amount owing from Seller or Seller's affiliated companies to ATS or to any of ATS' affiliated companies against any amount payable under this Purchase Order.
17. **Material Furnished or Paid For by ATS.** All jigs, fixtures, gauges, patterns, tools, dies, molds, materials, designs, or equipment supplied to Seller by ATS or otherwise paid for by ATS or developed as a result of the performance under the Purchase Order (collectively, "ATS Property") are the exclusive property of ATS and Seller acquires no rights in such ATS Property. All ATS Property shall: (1) be used by Seller exclusively for ATS orders; (2) be clearly marked as ATS Property and segregated from Seller property when not in use; (3) be properly maintained and kept in good working order by Seller (reasonable wear and tear from ordinary use excepted); (4) be insured by Seller and kept free of liens, claims, security interests or other encumbrances; and (5) be promptly returned to ATS upon demand or



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termination or expiration of this Agreement. Seller shall not remove from the Seller's facility or dispose of any ATS Property without the prior written consent of ATS. Seller and its employees and subcontractors will execute whatever documents and take any other actions reasonably required to perfect and confirm ATS' sole rights and interest in the ATS Property.

18. **Assignment and Subcontracting.** Seller shall not assign this Purchase Order or any right or obligation bestowed or imposed herein without the express prior written consent of ATS. It is recognized that Seller may need to subcontract portions of the Work. ATS reserves the right to prior approve such allocations of work and the selection of subcontractors, if stated on the face of the Purchase Order. Seller shall not use a subcontractor if ATS has a reasonable basis for objecting to such subcontractor.
19. **Confidentiality.** The parties acknowledge having entered into a Non-Disclosure Agreement (the "NDA"), prior to or concurrently with the issuance by ATS to Seller of this Purchase Order. 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 of Purchase, then the terms and conditions of the NDA will govern. Seller also acknowledges and agrees that the terms of the Purchase Order, the work being performed, the Deliverables being supplied and Seller's relationship with ATS and ATS' customer shall be treated as Confidential Information as defined in the NDA. In the absence of an NDA, Seller agrees to keep confidential and maintain the confidentiality of the confidential information of ATS and ATS' customer and other subcontractors, including the terms of the Purchase Order, the work being performed, the Deliverables being supplied and the relationship between Seller, ATS and ATS' customer. These Conditions of Purchase impose no obligation on Seller where such information: (i) was known to Seller 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 Seller; (iii) is rightfully received by Seller on a non-confidential basis from a third party; (iv) is independently developed by Seller without use of or reference to information from ATS or ATS' customer or other subcontractors as established by the written records of Seller; or (v) is publicly disclosed by Seller with prior written approval of ATS. Seller 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 Seller 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. Seller may disclose such information only to those of Seller's employees who have a need to know such information provided that such employees are under obligations of confidentiality to maintain the confidentiality of such confidential information. Seller shall not use the confidential information of the ATS or ATS' customer or other subcontractors for any purpose other than as necessary to carry out the purposes of this Purchase Order.
20. **Remedies; No Implied Waiver; Limitations of Liability.** Unless expressly indicated otherwise, any right or remedy of ATS in these Conditions of Purchase shall not be exclusive, and, in addition thereto, ATS shall have all rights and remedies under applicable law, including, without limitation, injunctive and/or equitable relief. No waiver by ATS of any one of its rights or remedies under this Purchase Order shall be construed as a waiver of any other rights or remedies nor a waiver of its rights for any succeeding breach of the same or any other provision. In no event whether as a result of breach of contract, tort, termination or otherwise, shall: (a) ATS be liable to Seller for anticipated profits, loss of opportunity, or for special, incidental or consequential damages; or (b) ATS' liability to Seller for any loss or damage arising out of, connected with, or resulting from the Purchase Order, or ATS' performance or breach of thereof exceed the monetary obligation ATS would have had to Seller in the absence of such breach, tort, termination or otherwise of the Purchase Order.
21. **Severability.** The invalidity of any provision of the Purchase Order or these Conditions of Purchase shall not affect the validity of the remaining provisions hereof. The invalid provision shall be amended or deleted and the remaining provisions shall remain in full force and effect.
22. **Compliance with Laws and Regulations.** Seller shall be responsible for complying with all applicable federal, provincial, state and/or local laws and regulations having jurisdiction over the work covered by this Purchase Order. Deliverables manufactured or supplied by Seller shall comply with the applicable Occupational Health and Safety Act, Environmental Protection Act and all other applicable federal, state or local laws, rules, regulations, codes, ordinances, directives, policies and orders. Seller shall provide all Deliverables in a professional manner, in compliance with the highest industry standards and with care, skill and diligence. Seller shall indemnify ATS and ATS' customer against any damages for non-compliance with this requirement.
23. **Relationship of the Parties.** Seller and ATS are independent contracting parties and nothing in this Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does this Purchase Order grant either party any authority to assume or create any obligation on behalf or in the name of the other. None of the persons engaged by Seller in the performance of its obligations under this Purchase Order shall be considered as employees of ATS.



24. **Governing Law and Disputes.** This Purchase Order shall be governed by the laws of jurisdiction in which the principal place of business of the ATS entity issuing the Purchase Order is located, and Seller and ATS hereby submit to the exclusive jurisdiction of the Courts of said jurisdiction for resolution of disputes arising in connection with this Purchase Order. The provisions of the United Nations Convention On Contracts For The International Sale Of Goods shall not apply to the Purchase Order or the rights and obligations of the Seller and ATS under the Purchase Order.
25. **Survival Beyond Completion.** The terms, provisions, representations, and warranties contained in these Conditions of Purchase that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder (including but not limited to confidentiality, indemnification, disclaimers, representations, and warranties) shall so survive the completion of performance, expiration or termination of this Purchase Order.