

**WESTERN GLOBAL  
TERMS AND CONDITIONS OF SALE**

Western Global Canada Ltd. D/B/A Western Global ("**Seller**") designs, manufactures and sells portable tanks and dispensing equipment. Seller is only willing to provide such products upon the terms and conditions contained herein, and Seller expressly rejects any different terms whether written or oral.

1. Applicability.

(a) These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods ("**Goods**") by Seller to the buyer ("**Buyer**") named on the accompanying quotation or confirmation of sale/invoice (the "**Sales Confirmation**").

(b) The Sales Confirmation and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery of Goods.

(a) The Goods will be delivered within an agreed time, as further set out in the Sales Confirmation, after the receipt of Buyer's purchase order. Seller shall not be liable for any delays, loss or damage in transit.

(b) Seller shall deliver the Goods to its location unless a different location is otherwise specified in the Sales Confirmation (the "**Delivery Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within three days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading and unloading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole and absolute discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point (the "**Deemed Delivery Date**"), or if Seller is unable to deliver the Goods at the Delivery Point on the Deemed Delivery Date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer on the Deemed Delivery Date (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods at a location of its choice until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses incurred by the Seller (including, without limitation, storage and insurance).

3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence to the Seller proving the contrary within three days of the date when the Goods were delivered to the Delivery Point.

(b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within three days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for the non-delivery of the Goods. Except as provided under Section 3(c), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

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4. Shipping Terms. Unless otherwise specified in the Sales Confirmation, shipping of the Goods is EXW Winnipeg, Incoterms 2010 or EXW Troy, Michigan, USA Incoterms 2010.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under *The Personal Property Security Act* (Manitoba), as same may be amended or replaced from time to time.

6. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its directors, officers, agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within three days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer notifies Seller of any Nonconforming Goods within the Inspection Period, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection with the delivery of the Nonconforming Goods to the Delivery Point. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

8. Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Unless otherwise specified in the Sales Confirmation, Buyer shall purchase the Goods from Seller at the price(s) (the "**Price(s)**") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order.

(b) All Prices are exclusive of all sales, use, GST, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority, which term shall include without limitation, any national, federal, provincial, territorial, state, county, municipal, local or foreign government, on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller on receipt of Seller's invoice. Buyer shall make all payments hereunder by wire transfer or check and in the agreed on and invoiced currency.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and the fees of any collection agency and court costs. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for seven days following written notice thereof.

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(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for the period specified in Seller's warranty policy in effect on the date of purchase of the Goods ("**Warranty Period**"), that such Goods will be free from material defects in material and workmanship.

(b) **EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(c) Products manufactured by a third party ("**Ancillary Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Ancillary Products are not covered by the warranty in Section 11(a) and are covered solely by the OEM manufacturer's warranty. For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY ANCILLARY PRODUCT, INCLUDING WITHOUT LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) The Seller shall not be liable for a breach of the warranties set forth in Section 11(a) unless: (i) Buyer gives written notice of the defective Goods, as the case may be, reasonably described, to Seller within seven days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 11(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the Price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) **THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 11(A).**

12. Limitation of Liability.

(a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING**

**NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**

13. Insurance. During the term of this Agreement and for a period of two years thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect sufficient to cover Buyer's obligations under this Agreement with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with thirty days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

14. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that are necessary for it to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement immediately if any Governmental Authority imposes antidumping or countervailing duties or any other penalties on Goods.

The storage, transportation, and dispensing of flammable and combustible fluids is governed by law. BUYER REPRESENTS AND WARRANTS THAT BUYER HAS REVIEWED AND APPROVED ALL TECHNICAL DRAWINGS FOR THE GOODS AND THAT ALL TECHNICAL DRAWINGS HAVE BEEN APPROVED BY THE AUTHORITY HAVING JURISDICTION. BUYER ACKNOWLEDGES THAT IT IS PURCHASING COMPONENTS THAT REQUIRE ASSEMBLY AND THAT FINAL ASSEMBLY AND INSTALLATION PRIOR TO USE ARE BUYER'S SOLE RESPONSIBILITY. BUYER REPRESENTS AND WARRANTS THAT IT WILL UTILIZE A SUITABLY QUALIFIED INSTALLER **BUYER ASSUMES ALL RESPONSIBILITY FOR THE ASSEMBLY AND INSTALLATION OF GOODS, INCLUDING COMPLIANCE WITH ANY APPLICABLE LAWS, REGULATIONS, OR ANY OTHER REQUIREMENTS IMPOSED BY THE AUTHORITY HAVING JURISDICTION, INCLUDING OBTAINING ANY LICENSES, PERMISSIONS, AUTHORIZATIONS, CONSENTS OR PERMITS REQUIRED IN CONNECTION WITH THE GOODS AND FOR HAVING THE GOODS INSPECTED AS REQUIRED BY APPLICABLE LAWS.** Buyer (as "Indemnifying Party") shall indemnify, hold harmless, and defend Seller and its officers, directors, employees, representatives, subcontractors, and agents (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party (collectively, "Losses"), arising out of or related to a breach of Buyer's representations, warranties, or covenants under this Section 14.

15. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for seven days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

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

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

18. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake,

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explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage[, provided that, if the event in question continues for a continuous period in excess of sixty days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

19. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

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

21. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

22. **Governing Law; Jurisdiction.** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Manitoba with respect to any dispute relating to the subject matter of this Agreement.

23. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

26. **Amendment and Modification.** These Terms may only be amended or modified in writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

27. **English Language.** The parties hereby confirm their express wish that this Agreement and all related documents be drafted in the English language, but without prejudice to any such documents which may from time to time be drawn up in French only or in both French and English. Les parties aux présentes confirment leur volonté que cet accord et tout document accessoire soient rédigés en langue anglaise, mais sans préjudice à tous tels documents qui pourront à l'occasion être rédigés en français seulement ou à la fois en français et en anglais.

**ADDENDUM A  
TO WESTERN GLOBAL  
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**28.** Services to be Performed. Buyer acknowledges that Seller is agreeing to perform only those Services expressly set forth in the Sales Confirmation and that in no event will Seller be responsible for obtaining any licenses, permissions, authorizations, consents, inspections, or permits related to the Goods or Services that are required by the authority having jurisdiction or any Governmental Authority. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, but any such dates shall be estimates only.

**29.** Limited Warranty for Services.

(a) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) The Seller shall not be liable for a breach of the warranties set forth in Section 29(a) unless: (i) Buyer gives written notice of the defective Services, reasonably described, to Seller within seven days of the completion of the Services; (ii) Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 29(a) to investigate and to examine any Goods related to the Services; and (iii) Seller reasonably verifies Buyer's claim that the Services are defective.

(c) Seller shall not be liable for a breach of the warranty set forth in Section 29(a) if: (i) Buyer makes any further use of the Goods related to the Services after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods related to the Services; or (iii) Buyer alters or repairs the Goods related to the Services without the prior written consent of Seller.

(d) Subject to the limitations set forth in Sections 29(b) and 29(c), with respect to any Services subject to a claim under the warranty set forth in Section 29(a), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(e) **THE REMEDIES SET FORTH IN SECTION 29(d) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 29(a).**

**30.** Buyer's Obligations. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform the Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses, permissions, authorizations, consents, inspections, or permits and comply at all times with all applicable laws, regulations and ordinances related to the Services or to the Goods.

**31.** Changes to Services. Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services or the fees set forth in the Sales Confirmation.

**32.** Reimbursement of Expenses. Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

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