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VI. Entire Agreement, Severability and Electronic Communications

A. Entire Agreement and Severability. Along with our Privacy Policy referenced herein, this Agreement constitutes the entire agreement between you and STANMECH with respect to the Site and supersedes all prior agreements or understandings between you and STANMECH with respect thereto. If any provision of this Agreement is later determined by a court of competent jurisdiction to be unlawful, void, or for any other reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity or enforceability of any remaining provisions.

B. Electronic Communications. When you access or use the Site or send e-mails to STANMECH, you are communicating with STANMECH electronically. You consent to receive communications from STANMECH electronically. STANMECH will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that STANMECH provides to you electronically satisfy any legal requirement that such communications be in writing.

VII. Governing Law and Dispute Resolution

A. The validity, interpretation and performance of this Agreement with respect to use of the Site within Canada, this Agreement shall be governed by and construed in accordance with the laws of Ontario, without giving effect to conflict of laws principles. With respect to use of the Site within Canada, sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall lie properly in Burlington, Ontario.

B. Any dispute relating in any way to your visit to the Site shall be submitted to confidential arbitration in Burlington, Ontario except that, to the extent you have in any manner violated or threatened to violate STANMECH's intellectual property rights, STANMECH may seek injunctive or other appropriate relief in any court in accordance with subsections A above. Arbitration under this agreement shall be conducted pursuant to the rules of commercial arbitration of the Ontario Arbitration rules. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

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STANMECH may change, suspend or discontinue any aspect of the Site at any time, including the availability of any feature, database, or Content. STANMECH may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability.

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C. Failure by STANMECH to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.

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