

waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

Section 13.9 Interpretation: Absence of Presumption.

(a) For the purposes hereof, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires, (ii) the terms "hereof", "herein", and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Schedules and Exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified, (iv) provisions shall apply, when appropriate, to successive events and transactions, (v) for purposes of Article III, the term "Assets" and the other terms defined in Section 2.1 shall mean such assets and types of assets as are described, regardless of the extent of Seller's or the Canadian Subsidiary's right, title or interest therein, and (vi) the recitation of exceptions to any provision shall not be construed as an admission that the matters covered by the exceptions would otherwise be covered by the provision to which such exception is taken.

(b) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

(c) All annexes, schedules and exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

(d) It is understood and agreed that neither the specification of any dollar amount in this Agreement nor the inclusion of any specific item in the Schedules or Exhibits is intended to imply that such amounts or higher or lower amounts, or the items so included or other items, are or are not material, and neither party shall use the fact of the setting of such amounts or the fact of the inclusion of any such item in the Schedules or Exhibits in any dispute or controversy between the parties as to whether any obligation, item or matter is or is not material for purposes hereof.

Section 13.10 Severability. Any provision hereof which is invalid or unenforceable shall be ineffective to the