



**PURCHASE ORDER STANDARD TERMS AND CONDITIONS  
UMS INDUSTRIES AND ITS AFFILIATES (THE “SELLER”)**

**1. Formation of Contract:** These standard terms and conditions are regulations setting up all the terms and conditions (“terms and conditions”), which are relevant to any order, whether purchase order, quotation and/or order for the supply of parts, equipment, components, products and/or services generally (“products”) by the seller. The terms and conditions of this Agreement are attached to and incorporated in each purchase order OR can be viewed on our website (<https://www.ums-industries.com>). Title, alteration, modification, addition, other agreement or any purported imposition by the buyer (“buyer”) of terms or inconsistent terms is not valid or effective, and buyer relinquishes any opportunity to rely on any such terms or conditions; these terms and conditions are denoted and refused by the buyer and seller. No agreement executed by the buyer from any other source against the executed price from the seller should become effective. The buyer acknowledges that the seller has not directed any sales agents or representatives to make any representations, warranties, or agreements on behalf of or to bind the seller in any way. These shall be paramount and recite the definitive terms of any purchase order or the buyer's affirmation (confirmation) of the transaction by the buyer. Price has been determined by seller and parties have concurred with these terms and conditions. It is brought to the notice of the Buyer that the Seller has not authorized any of its sales agents or representatives to make any representations, warranties, or agreements on behalf of, or to bind, seller in any way. The moment the buyer comes across such terms and conditions, he will be regarded as having absolutely approved them:

(a) when we confirm your order; (b) when we obtain a partial or full quantity of purchased parts or components, or complete a percentage of the work, or both. You fully agree that UMS needs to make deals with other companies and save space in our factories to do that for which your order asks. If you cancel an order we have already said yes to, you will have to pay us back for any deposits we cannot get back from other companies, plus the costs to end any deals we made with them to do your order. This also includes a restocking fee that suppliers have claim. This is on top of any other money we lose because of the cancellation.

In this document, “Buyer” means UMS Industries and “Seller” means the vendor or subcontractor identified on the face of Purchase Order. The Purchase Order is Buyer’s offer to purchase goods, services, and/or other deliverables from Seller (collectively, the “PO deliverables”). The offer includes the Purchase Order, the documents incorporated into the Purchase Order by reference (excluding any terms and conditions specified in documents provided by Seller) and these Purchase Order Terms and Conditions. Acceptance is limited to the terms and conditions of

Buyer's offer. They are the only basis upon which Buyer is willing to contract with Seller and supersede all prior negotiations or communications.

The Purchase Order may incorporate by reference Buyer's contract with its customer. Seller shall be bound by such contract as far as applicable to Seller's work, so that Seller shall have the obligations and duties to Buyer about Seller's work as Buyer has to its customer. To the extent that this order covers goods which are parts, components, items, tooling or services being supplied to or for the benefit of any customer of Buyer, Seller acknowledges and agrees that such goods and services must be delivered to Buyer in compliance with all the applicable requirements, standards, specification, pricing requirements and other terms and conditions which are set forth in the Purchase documents of Buyer's customer. Seller shall not communicate or contract directly with Buyer's customer regarding the subject matter of the Purchase Order without Buyer's consent. Unless specifically agreed to in a writing signed by Buyer's Purchasing Department representative, Buyer rejects and shall not be bound by any term or condition that differs from Buyer's offer. Seller's written acceptance of the Purchase Order, shipment of any product, commencement of any work, or performance of any labor or services thereunder constitutes Seller's acceptance of Buyer's offer as defined above. In the event of any inconsistency between any parts of the Purchase Order and documents incorporated therein, the inconsistency shall be resolved by giving precedence to the part imposing the greater obligation on Seller. Buyer shall not be responsible for expenses incurred by Seller without written authorization by Buyer's Purchasing Department representative. If Seller has not received any documents referenced herein, it is Seller's obligation to request such documents before proceeding.

**2. Delivery Process:** Unless otherwise noted, delivery dates listed in quotes are only estimates. Products may be delivered by the seller in installments. Delivery performance is contingent upon the buyer promptly providing all specifications, final approved drawings, and any other information necessary to conduct the buyer's order. The buyer must accept the products in person as soon as the seller notifies them that they are ready. If the buyer is unable to accept delivery of the products on time, the seller will invoice the buyer as though the shipment or other performance had taken place as planned, and the buyer will be responsible for paying storage, maintenance, and related fees. Such maintenance, handling, and storage must be performed at buyer's cost and risk. Payments associated with such delivery will become immediately due and payable if the buyer does not accept the delivery on time. The warranty will start as soon as the product is deemed ready. In any case, the seller bears no liability for such products and is under no obligation to insure them. Unless the buyer and seller agree otherwise, the buyer is solely responsible for selecting the carrier and arranging transportation from the seller's manufacturing facilities to the destination. All products sold under this agreement must be carefully packed by the seller, who also denies all liability for damage once the carrier has accepted the product at the seller's location. The buyer must manage all claims for loss, damage, and transit delays directly with the carrier. Claims for shortages or incorrect product must be made in writing to seller within ten (10) days after delivery. Failure to give such notice shall constitute unqualified acceptance and a waiver by buyer of all claims for shortages or incorrect product.

### **3. Performance and Delivery:**

**A. Time.** Time is of the essence in connection with Seller's performance under the Purchase Order. Performance and deliveries are to be made both in the quantities and on the dates specified by Buyer. If delivery of PO Deliverables is not completed on time, Buyer may require expedited performance and/or shipment, and Seller shall be responsible for any extra costs. Buyer will not pay for PO Deliverables delivered to Buyer which are more than quantities specified in this order. Early deliveries, more than one week, will be rejected unless Seller has written approval from Buyer to do so.

**B. Suspension.** By written notice to Seller, Buyer may suspend delivery of any PO Deliverables or other performance required under the Purchase Order. Seller shall hold the PO Deliverables or other performance in accordance with Buyer's written instructions and shall deliver them or resume performance when notified by Buyer. In such event Buyer shall pay as sole and complete compensation Seller's actual additional direct expenses in holding the PO Deliverables or other performance.

**C. Release Authorization.** When deliveries are specified to be in accordance with Buyer's written releases, Seller shall not fabricate or assemble any goods, nor procure required materials, nor ship any supplies, except to the extent authorized by such written release of this order.

**D. Excusable Delays.** At buyer's reasonable discretion, allowances shall be made for unforeseeable delays caused by fire, flood, earthquake, strikes and other circumstances beyond the reasonable control of Seller. If, at any time, Seller has reason to believe that performance or deliveries will not be made as scheduled, written notice setting forth the cause and the anticipated new delivery date(s) shall be sent to Buyer immediately. Buyer shall not be responsible for Seller's extra cost resulting from an excusable delay.

**4. Changes:** Buyer shall have the right, by written order executed by Buyer's authorized Purchasing Department representative, to amend the Purchase Order, including changes to specifications, drawings, quantity, or place or time of delivery. If seller claims that such changes or any other circumstances justifies a change in price or time for delivery, Seller shall notify Buyer in writing within 7 days of the occurrence of the event giving rise to the claim or prior to commencing the changed work (whichever occurs first). Seller's notice shall include sufficient documentation in support of the claim to enable Buyer to evaluate its merits and amounts. All of Seller's charges for changed or extra work, are subject to approval by Buyer. Failure by Seller to provide such notice shall be Seller's acknowledgement that no equitable adjustment to price or time is justified. Changes in quantity, price, requirements, terms and conditions or delivery shall be made only with written authorization executed by Buyer's authorized Purchasing Department representative. To the extent that the claim is based on changes or other circumstances caused by Buyer's customer, Buyer may pass through Seller's claim to Buyer's customer and in such case, Seller shall only be entitled to such extra compensation or time that Buyer obtains from its customer.

## **5. Packaging, Marking, Shipping and Documentation:**

Packaging shall be either retail trade or as specified in the Purchase Order or other Buyer Instruction. Small items shall be boxed or palletized. All heavy items, e.g. long lengths of steel, shall be banded securely together. No charge will be allowed for packing, boxing, palletizing, etc. unless expressly stated in the Purchase Order. Seller shall follow Buyer's instructions and applicable law concerning product marking, labeling, and identifying paperwork. Buyer may charge seller, and Seller shall be responsible, for damage to or deterioration of any PO Deliverables resulting from improper packing or packaging. Seller is responsible for all risks to the goods until delivery and acceptance at the designed location. Seller must deliver the PO Deliverables with documents specifying: Purchase Order number; Line-item number; Description and quantity of goods shipped; Part number or size; Appropriate evidence of inspection; date of shipment or completion. Shippers must list all loose (not joined or fastened) details. Units must ship complete –partial will not be accepted without Buyer's written authorization. Any cancelled details or material must be tagged and sent to Seller with Purchase Order number, detail number and detail PO line number. When shipping to a location other than Seller, please e –mail a copy of the signed shipper to the Seller's follow –up coordinator for receipt. Payment cannot be processed until the shipper has been received in the Seller's system. Invoices shall include the above information, and: Confirmation of delivery/ Receipt signed by authorized Buyer's representative; "Ship –to" address and Invoice –to address. Buyer shall not be responsible for delays in the payment of invoices if these requirements are not met. If the Purchase Order includes design services, as built drawings must be provided upon completion of each order. The original "red lined" drawings must accompany each completed item with an additional copy upon shipment. All designs are to be checked by Seller's Engineering department and approved prior to commencing build (please allow two weeks for review and approval). Design approval does not relieve Seller of the responsibility of ensuring that all contract requirements are met, including quality, fit and any other project and cycle time requirements.

**6. Inspection:** Prior to shipment, products must be evaluated in compliance with the seller's test protocols and at the seller's expense. Any further tests that the parties agree upon are listed in the purchase order and will be billed to the buyer. When the products are delivered, the buyer must inspect them and promptly notify the seller in writing of any flaws or shortcomings for which the seller bears liability. The products will be considered accepted if the buyer does not notify the seller within ten (10) days of the buyer having possession of them (or being presumed to have possession). Acceptance tests are only conducted after the seller has given their written consent. Such tests will take place in the seller's factory if conditions permit.

The qualities to be ascertained by these tests will be considered proven if agreed acceptance tests cannot be conducted within the allotted time for reasons outside the seller's control. If a test reveals that the product does not meet the terms of the purchase order within ten (10) days of delivery or deemed delivery, the buyer must give the seller a reasonable chance to correct any shortcomings. If defective products are delivered, the buyer will only have the rights mentioned above.

**7. Quotations:** Unless stated otherwise in a quote, quotes remain open to accept for **30 days** from the date the seller issues them. The seller can withdraw them at any time before the buyer accepts, without notice. Any quote acceptance limits itself to these terms and conditions and the clear terms in the quote. The buyer alone chooses the product. All products sell based on the buyer's own decision that they suit the buyer's planned use. The seller bears no responsibility for the outcomes or effects of any product's use, misuse, or application by anyone. The buyer must manage any changes needed to make the supplied products meet safety rules local codes, or local specs. To supply products may need a deposit and other payments, as the relevant purchase order states. All purchase orders need the seller's clear written acceptance and approval, including about the buyer's credit.

**8. Title:** After the full purchase price of the products has been paid, the buyer will acquire the title to and property in the products sold hereunder, along with any additions or substitutions, and the right to possess them, whether they are attached to real estate. The entire purchase price and any notes or security provided on account will immediately become due and payable if any of the payments are not made. The seller may then enter the location where the product is located, take possession of it, and remove it as private property. They may also keep any or all the partial payments they have already received as a rental fee for the use of the property without affecting any other or future payments. Products sold under this agreement are at the risk of the buyer upon delivery (or deemed delivery), and the buyer is not released from payment obligations under this agreement if any or all the products are lost or destroyed. All tools, fixtures, dies, jigs, molds, patterns, equipment, designs, drawings, data, samples, electronic tapes, numerical control computer programs, or other media that are incidental to the seller's performance of the purchase order or created by the seller in connection with it are still the seller's property. After title for tangible products is transferred to the buyer, the buyer will be the owner of all models, patterns, and designs related to the purchase order. The buyer must use and manage the products with care if there are amounts owed by the buyer to the seller. For the duration that the buyer owes the seller money, the buyer must take diligent care of the products, use them responsibly, and keep them free of any liens, options, taxes, charges, pledges, privileges, or encumbrances that do not benefit the seller. Until the entire purchase price is paid, the buyer must insure the products against theft, loss, and destruction for the full replacement cost.

**9. Payment Terms:** Whenever and besides all amounts that are to be paid to the seller buyer shall pay the seller amounts set out in the purchase order as well as any milestone payments set out therein in accordance with the terms thereof and hereof, plus the amount of all duties, licenses, tariffs, sales and other taxes levied or imposed by any governmental authority and any brokerage fees ("taxes") and replacements or further taxes imposed or levied subsequent to the date of the applicable purchase order by which seller is required to pay or collect in connection with the provision of the goods. Except as otherwise set forth in a quote, amounts due under this purchase order shall be paid not later than thirty (30) days from invoice date. Except otherwise specified, all payments shall be made in (USD) United States Dollar. To require deposits, payment in advance or on delivery, letters of credit, and/or other assurance of payment satisfactory to seller as a condition to acceptance by seller of any purchase order, the seller may make such

equipment at any time and from time to time in its sole judgment. Seller reserves the right to change the amount of or withdraw any credit extended to buyer. any amounts owed to the seller by buyer not paid when due shall bear interest from the due date until paid in full at a rate of interest equal to the lesser of (a) one percent (1%) per month, calculated and compounded daily, and (b) the maximum rate permitted by applicable law. acceptance by seller of any overdue payments made by buyer shall not be construed as a waiver of seller's rights in respect to default on the part of buyer of related purchase order. If buyer fails to make any payment as required, buyer agrees to indemnify and hold harmless the seller for this injury.

**10. Buyer takes responsibility for design flaws and liability claims:** The seller's services do not mean approval of any buyer's design or function; this falls on the buyer. The buyer agrees to protect and keep the seller free from all claims, lawsuits, causes of action, fines, penalties, damages, or losses due to breaking applicable laws or rules and/or product liability claims. This includes loss, harm to person or property, or injury or death to a person, in any way coming from or related to all product liability claims, whether alleged or proven. To be clear technical documents, like drawings, descriptions, pictures, and related items, will serve as a rough guide, unless they are stated as binding. The seller can make any changes they think are needed. Buyer is/ will be responsible to provide correct Request for quote, cad files and drawings at all the stages of design and takes full responsibility of drawings and Cad design whether created by UMS or by the buyer. UMS do not take any responsibility of design and issues caused by design flaws.

**11. Quality assurance, inspection, and acceptance:**

Seller shall provide and maintain a Supplier Quality Assurance System approved by Buyer and which meets Buyer's specification, as they may be amended from time to time. Seller shall perform inspections as specified by Buyer and Seller shall make inspection systems, procedures and records available to Buyer upon request. Seller shall provide Buyer and its customer, upon request, with access to Seller's completed work, work in progress, and all tooling and materials used in Seller's manufacturing process, wherever located. Seller shall provide Dimensional Inspection Reports (Laser Tracker, CMM, etc.), Heat Treat Certificates (for all details that require hardening, with actual results), and Material Certificates when requested by Buyer on the Purchase Order. Seller shall inform Buyer of any deviation from documentation, and Seller must request approval from Buyer's Engineering and/or Quality representative before proceeds with reparation process. Machined details must comply with the following requirements and any other provisions on the face of the drawings: all sharp edges will be broken unless otherwise specified on the drawing; chamfer all holes (tapped, clearance, dowels); all blind holes must be free of chips; if the detail number is removed during machining, it must be re-stamped; all machined surfaces shall be protected with rust inhibitor. Seller is responsible for supplying the PO Deliverables to the latest revision on the drawing provided. Detail identification is mandatory and subject to rejection for non-compliance. Upon delivery, all PO deliverables or any part thereof shall be subject to inspection by Buyer for a reasonable period (which shall in no event be less than 30 days after receipt by Buyer) provided that Buyer may also reject the PO Deliverables and hold Seller in default if, at any time after the Buyer has inspected the PO Deliverables, buyer

discovers a defect not normally discoverable by visual inspection or if the defect becomes apparent after the PO Deliverables are used or integrated into a system. Payment shall not constitute a waiver of Buyer's rights to inspect or reject any PO Deliverables. All PO Deliverables rejected by Buyer shall be returned to Seller at its expenses and shall not be replaced except upon written instructions from Buyer. In no event shall Seller have the right to substitute a conforming tender without the prior written approval of Buyer. Suppliers of component parts and sub-systems may be required to confirm in writing that the application of their components or sub-systems meets the design intent which they have been developed. Confirmation shall be of the application in the Buyer's tooling system and its operation in its final environment, during both the design and tryout phases.

**12. Security Interest:** In order to secure payment and performance of the buyer's obligations under the purchase order, any amendments thereto, and under any extensions, renewals, or replacements thereof, the buyer hereby unconditionally and irrevocably grants the seller a security interest and purchase money security interest (as such terms are defined in the Personal Property Security Act (Ontario), and under the uniform commercial code as in effect in each jurisdiction determined by the seller to require registration and perfection of its security interest) and similar security under applicable legislation in any other applicable jurisdiction in the products, Aswell as any and all components, inventory, and raw materials, whether now existing or in the future, as well as any proceeds, replacements, improvements, substitutions, attachments, and additions thereto or thereon, as to secure payment and performance of the obligations of the buyer under the purchase order, any amendments thereto and under any extensions, renewals or replacements thereof, as well as the cost of collections of amounts owing to the seller.

To preserve, register, perfect, or preserve the seller's security interest, the buyer consents to sign and deliver all documents that the seller requests. In order to protect, register, perfect, evidence, or maintain the seller's security interest granted herein in any jurisdiction, the buyer hereby grants the seller an irrevocable power of attorney and an interest, unless otherwise prohibited by law, empowering and authorizing the seller or an agent designated by it to execute and file any registration or financing statements on the buyer's behalf at the seller's expense, as the seller deems necessary or desirable.

**13. Performance:** Acts of God, strikes, supply chain disruption, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of others, cyber-attacks, terrorist attacks, failure of normal sources of supply, acts or inaction of governmental authorities, and public emergency (including epidemic and pandemic) are all examples of "force majeure events" that can cause a delay in a seller's performance, regardless of whether the cause was foreseeable. The seller's time for performance will be extended by the duration of the delay plus any repercussions of the delay. If there is a force majeure event that will cause a delay, the seller will notify the buyer as soon as possible. The seller will not be held responsible for any failure to perform. Any party may, with written notice to the other, terminate the applicable purchase order without further liability for the unperformed portion of the applicable purchase order if a force majeure event causes a

delay that lasts longer than ninety (90) days from the originally scheduled dates set forth in the applicable purchase order for any milestone. However, the buyer must immediately pay the seller for all amounts owed up to and including the date of such termination, with an equitable adjustment based on the proportion of the completed work at the time of any such termination, even if a payment milestone has not been met. In addition to the missed payment, if a purchase order is cancelled due to a force majeure circumstance that affects the buyer, buyer shall reimburse sellers for all forfeited deposits provided to third parties and the costs to terminate any contracts with third parties.

**14. Products in general:** The seller shall supply the products in all material respects in accordance with the relevant purchase order, applicable laws, and regulations, and in a good and skillful manner. The buyer acknowledges that the seller has the right to rely on the accuracy and completeness of any information contained in the buyer's possession or control that pertains to or is requested by the seller in connection with the products. Prints submitted for quotations, patterns, models, electronically stored information, special tools, and designs used in product manufacturing may all be scrapped and/or destroyed by the seller without liability, unless otherwise noted in a purchase order.

**15. Warranty:**

**Tangible products:** The seller guarantees that a tangible product sold during the warranty period outlined below will be free from material and workmanship defects and will be of the kind and quality specified or described in the seller's specifications and approved by the seller. If a tangible product does not meet the above warranties within the first 90 days after the buyer or end user, as applicable, or 180 days after delivery or deemed delivery, the seller agrees to correct any defects at its discretion, either by repairing any defective parts or by making repaired or replacement parts available, so long as the buyer promptly notifies the seller in writing of any such defects within the aforementioned period. The buyer is responsible for paying all transportation expenses to and from the seller's plant or repair shop, as well as the cost of removing the defective product, gaining access to it, and reinstalling it in the system, site, and/or ancillary equipment. Any product or part of it that the buyer plans to claim under the warranty cannot be returned or disposed of without the seller's prior written consent.

**Warranty:** Seller warrants that all the PO Deliverables furnished hereunder shall conform to the Purchase Order, to any warranty required by Buyer's customer, and any description or UMS, samples which may have been furnished by Buyer. Seller further warrants that all equipment, goods, or material shall be new and free from defects in design, material, and workmanship; free from any lien or security interest; merchantable and of the highest quality and fit for the purpose intended. Seller further warrants that all labor or services shall be performed with reasonable care by persons who are experienced and skilled in their profession, in accordance with the requirements of the Purchase Order, and in accordance with industry standards. It is understood that Buyer may extend this warranty to the end-user, and the Seller's warranty shall remain in effect as long as Buyer's warranty to its end-user remain in effect. The end-user shall be entitled to all rights and remedies of Buyer under the Purchase Order as if a party to it. In the event of



Seller's breach of any of the foregoing warranties, Buyer may, at its election and in addition to any other rights or remedies it may have in law or equity or under the Purchase Order, recover from Seller all of its costs, losses or damages resulting from such breach (including labor costs associated with the diagnosis and correction of any defect or unfitness) and: (a) return the PO Deliverables at Seller's expense and recover from Seller the price paid and, if elected by Buyer, repair the defective PO Deliverables and/or replace them with similar Deliverables, and recover from Seller the costs and expenses thereof; (b) accept or retain the defective PO Deliverables and equitably reduce their price; or (c) require Seller, at its expense, to promptly replace or correct the PO Deliverables and, pending redelivery, to repay to Buyer any amount previously paid for such PO Deliverables. If Seller fails to promptly replace or correct such PO Deliverables as directed by Buyer within 15 days, Buyer may do so at Seller's expense or purchase or manufacture similar Deliverables and recover from Seller the costs and expenses thereof. Any service furnished and/or any item replaced or repaired under this warranty are themselves guaranteed for 12 months, under the above-mentioned conditions. Only the items/ services with a normal lifecycle less than consecutive 12 months are excluded from the scope of this operational warranty.

**16. Buyer Information and Confidentiality** All information transmitted to Seller by Buyer in connection with the Purchase Order is the property of Buyer and/or Buyer's customers and may be covered by one or more patents, patent application, or copyrights. Seller shall hold all the information furnished by Buyer in confidence and shall protect such information against inadvertent disclosure. Seller shall not disclose any such information to any other person except for Seller's employees and authorized subcontractors on a need-to-know basis only, provided that such employees and subcontractors have written confidentiality obligations to the Seller that provide equivalent protection to this paragraph. Seller shall not use such information for any purpose other than performing the Purchase Order without prior written consent from Buyer. Upon request from Buyer, Seller shall, at the election of Buyer, either destroy or return to Buyer all information and materials furnished by Buyer under the Purchase Order. The obligations contained in this paragraph shall apply to drawings, specifications, technical know-how, software object code protocol, strategic business plans, financial information, product information, marketing information, method of operation, customer information, supplier information, and all other documents and information communicated to Seller or learned by Seller in connection with the Purchase Order and to drawings, specifications and other documents prepared by Seller for Buyer in connection with the Purchase Order. This obligation of confidentiality shall continue after termination or completion of a Purchase Order.

**17. Services:** If the product consists of services that the seller provides (hereinafter referred to as "services"), the seller guarantees that it will re-perform any services that are discovered to have been performed in a manner that departs from sound, generally accepted, and professional practices that were in effect at the time of performance, so long as the seller is notified in writing of the defect as soon as reasonably possible, but no later than ninety (90) days after the date of such performance.

Regardless of what these terms may say, with regard to seller supervision, recommendations, and advice (collectively, "advice"), buyer acknowledges, covenants, and agrees that: (a) although

seller may offer advice to help the buyer, including in making decisions related to seller's products, seller assumes no responsibility or liability for such advice and buyer hereby irrevocably releases the seller from such advice and acknowledges that all such risk and liability shall remain entirely with buyer; (b) buyer is responsible for determining whether the advice is appropriate for buyer's stated or intended purposes and is solely responsible for deciding whether and how such advice may be implemented; and (c) any advice is specific to given circumstances and based on data that the buyer supplied. All warranties are hereby expressly refused in accordance with the terms of the section below titled "warranty conditions," mutatis mutandis, and nothing in these terms and conditions is or shall be deemed to be a warranty given by seller to buyer regarding any advice. The seller will conduct the warranty services that it is required to conduct to a level that leads to repair to a condition that is comparable to the state just before the incident or flaw that necessitates the repair occurs.

**18. Change Orders:** Both the buyer and the seller may indicate to one another in writing that a modification to the products' scope, schedule, and/or cost is preferable. In each of these situations, the seller must give the buyer an estimate of the costs and fees related to the change, a description of how the change has affected the scope of products (including scheduling), the specifics of any modifications that must be made to the applicable purchase order in connection with the change, and an explanation of the rationale behind the aforementioned (a "change order"). Notwithstanding the, a proposed change order cannot take effect unless both the buyer and the seller have agreed in writing to its terms, as stated in the following sentence.

If the buyer rejects a change order that the seller proposes, the buyer and seller must attempt to resolve the issue through commercially reasonable means. The seller is entitled to a change order in the following cases: (a) delays brought on by the buyer or those the buyer hires or engages to perform its obligations under any purchase order; (b) any changes in laws that impact the seller's performance; or (c) changes in taxes that the seller is required to pay or collect.

Product delivery does not transfer any express or implied right, title, or interest, including a license, under any patent, copyright, trademark, or other proprietary or intellectual property rights owned, licensed, or controlled by the buyer, seller, or any other individual, unless specifically stated in the applicable purchase order. The party who owns or holds such rights expressly reserves all their rights, including any advancements or improvements related to those rights. It is forbidden for the parties to sell, transfer, sublicense, disassemble, reverse engineer, redistribute, or exhibit any of these proprietary or intellectual property rights.

The buyer is responsible for maintaining the confidentiality of all plans, drawings, technical specifications, documents, software, microfilm, data, and proprietary information pertaining to the products sold, distributed, or manufactured under this agreement. They are still the sole property of the seller and cannot be reproduced, copied, shared with a third party, or used in the production of other products or goods like the products, or parts of them. Under the seller's terms and conditions, they can only be used for product operation and maintenance. The buyer will not keep any copies of any documents submitted with tenders that do not result in an order; instead, the seller may choose to destroy them or return them upon request. The buyer guarantees, covenants, and represents to the supplier that the products that the supplier will

manufacture based on the buyer's designs, plans, specifications, and instructions will not violate any patent, copyright, trademark, industrial design, or other proprietary claim or right of any other party. The buyer also covenants and agrees to hold the supplier harmless from and against any costs, losses, damages, expenses (including investigative costs and professional and legal fees and costs), claims, actions, causes of actions, and other proceedings relating to or arising out of or because of any actual or alleged infringement made by any person.

**19. Limitations:** The seller does not make any warranties or conditions about the services, products, or any other part of the seller-buyer relationship, unless otherwise specifically stated. This includes, but is not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third-party rights. Except in cases where the seller, its subcontractors, or its or their employees' gross negligence is the only cause, the seller will not be held responsible for any loss, cost, expense, liability, harm, or damage to person or property. The seller will never be held accountable to the buyer for consequential, special, exemplary, punitive, indirect, or incidental losses, expenses, or damages, including but not limited to loss, and the buyer will not make any claims for such damages. The buyer hereby releases the seller from all liability, including but not limited to loss of revenue or profits, downtime, loss of use, cost of capital, loss of goodwill, failure to realize expected savings or avoid losses, and so on. The price that the buyer paid the seller for the product or part of it that is the subject of a claim cannot be greater than the seller's liability for all claims, actions, judgments, and costs associated with or resulting from any loss or damage arising out of performance or non-performance of obligations in connection with any purchase order, including with the design, manufacture, sale, delivery, and storage of the products. In the event that a seller sells services or offers advice, the seller's, its agents', directors', officers', employees', subcontractors', or suppliers' liability for all claims, actions, judgments, damages, settlements, and costs associated with or resulting from any loss or damage arising out of performance or non-performance of services or advice shall never exceed the total amount paid by the buyer to the seller for the services or advice received under the purchase order.

**20. Exclusivity:** The buyer and seller hereby release one another from and against any further liability, and the terms and conditions stated herein constitute the seller's and buyer's sole liability, respectively.

**21. Confidential Information:** Confidential information is defined as any information that is not generally known to the public and that is given to the other party by one party (the "disclosing party") or to which the recipient party had access because of the negotiation or execution of a purchase order. This includes, but is not limited to, information about: (a) the equipment's design, specifications, and content, as well as any associated documentation; and (b) the terms of the purchase order, including these terms and conditions.

To fulfill the buyer's obligations or to install, operate, maintain, or repair the product (the "purpose"), the parties agree that all such confidential information will be received, kept confidential, and used exclusively for that purpose for 20 years. Despite this section's prohibitions, the recipient party may, for the purpose and on a need-to-know basis, divulge the

disclosing party's confidential information to its employees, agents, subcontractors, and other third parties, so long as they agree to be bound by a confidentiality and non-disclosure obligation that is as stringent as this section's terms and that the recipient party is still liable.

**22. Warranty Conditions:** The warranties mentioned above will not be renewed or extended by any repair, replacement, or re-performance made in accordance with them. Any shortcomings or defects resulting from acts of God, improper installation or care of the products (other than by the seller), operating in unusual conditions or against the seller's specifications or instructions, normal wear and tear, or modifications or alterations made by the buyer or a third party without the seller's consent will render the warranties null and void. If the buyer does not give the seller written notice of any warranty claim within 30 days of the event giving rise to a warranty claim, the warranty will be nullified, provided that any defect poses a risk to health or safety.

No other warranties of any kind, whether statutory, oral, written, express, or implied—including any implied warranty of merchantability or fitness for a particular purpose—will apply in place of the express warranties listed here. Whether based on a warranty, contract, tort (including negligence), or other legal basis, buyers' exclusive remedies and the seller's only obligations arising out of or in connection with defective products (including any latent defects) are those specified here.

**23. Default:** An event of default, or "event of default," is defined as one or more of the following: The recipient party is still liable if (a) the buyer defaults on any of its obligations under the agreement, excluding payment default, and does not correct the default within 30 days of the seller giving written notice of it; or (b) the buyer does not make any payments when they are due and does not correct the default within three (3) days of the default. (c) Any receiver or other administrator will take over the majority of the buyer's assets; (d) The buyer stops or threatens to stop operating their business or agrees to sell their assets in bulk; (e) The seller, acting in good faith, determines that it is insecure or that the products are at risk of loss, damage, misuse, seizure, or confiscation before full payment for them is received; (f) the buyer has ever misrepresented its financial situation to the seller; (g) the buyer does not fulfill its obligations or violates any terms, conditions, or warranties stated here or in any other agreement between the parties; or (h) the buyer defaults on any other debt instrument and the counterparty seeks enforcement under such an instrument and/or the creditor accelerates the buyer's obligations under it.

**24. Export Controls:** The buyer is aware that some products might be governed by laws and rules known as "export regulations," which forbid exporting or diverting specific goods, services, and technology to nations. All the seller's responsibilities to export, re-export, or transfer goods, as well as any technical support, training, investments, financial support, financing, and brokering, will be subject to these export laws in every way. They will also occasionally regulate the export of goods and technology by individuals under the authority of the appropriate authorities in charge of these laws. If the delivery of goods and/or documentation is contingent upon the issuance of an export or import license by governmental authorities, or if export/import control regulations otherwise restrict or prohibit it, the seller may suspend its obligations and the buyer's

rights until the license is granted or for the duration of the restrictions or prohibitions. Furthermore, the seller is not obligated to reimburse the buyer for any cancellations of any applicable purchase orders. The buyer agrees to fully comply with the export, re-export, and transfer restrictions specified in such export laws or in export licenses (if any) for each good and service it offers.

The seller may suspend its responsibilities and the buyer's rights until the license is granted or for the duration of the restrictions or prohibitions if the delivery of goods and/or documentation is subject to the granting of an export or import license by specific governmental authorities or is otherwise restricted or prohibited due to export/import control regulations. Additionally, the seller is free to cancel any applicable purchase order at any time without having to pay the buyer anything. For each product and service, it provides, the buyer guarantees that it will adhere in full to the export, re-export, and transfer restrictions outlined in such export rules or in export licenses (if any). If the items are transferred or re-exported to third parties, the buyer agrees to enforce all export control limitations on those parties. The buyer is responsible for taking all required steps to guarantee that none of its clients, buyers, or end users violate these export laws.

**25. Hazardous Materials:** The Seller certifies and warrant to Buyer, that any supplies, products or services that introduce any hazardous material as defined by applicable Governmental Laws into any facility of Buyer, or Buyer's customers, are properly disclosed, labeled, shipped in proper containers and are accompanied by MSDS (material safety data sheets). Materials that are prohibited by Governmental Laws, including, without limitation, asbestos, asbestos containing materials and polychlorinated biphenyls shall not be introduced into the supplies or any of Seller's or Seller's customers facility.

**26. Bribery and Corruption:** The buyer certifies that it will not, directly or indirectly, and that it is unaware of any other parties' direct or indirect payment, gift, or other commitment to its customers, government officials, agents, directors, employees of the seller, or any other party in a way that violates applicable laws (including but not limited to the Foreign Corrupt Practices Act (United States), the Corrupt Public Officials Act (Canada), and, where applicable, legislation enacted by member states and signatories implementing the OECD convention combating bribery of foreign officials). Nothing in this agreement will obligate the seller to pay the buyer back for any promised or provided consideration. Without affecting the seller's other rights or remedies under the purchase order or applicable law, the buyer's failure to fulfill any of the responsibilities outlined in this section may be regarded as a default event and will provide the seller the remedies thereunder. The buyer will pay the seller for any losses, liabilities, damages, fees, fines, or expenses, as well as any investigations, claims, actions, suits, charges, or other proceedings that may arise from any of the commitments being broken and the purchase order being terminated.

**27. Remedies:** In addition to all other remedies available under law and contract, the seller may, in the event of a default, (a) cancel the purchase order in whole or in part; and (b) declare the

entire amount owed to the seller to be immediately due and payable. At that point, the amounts will become due and payable in full without further notice, without the buyer presenting any payment, demand, protest, or notice of protest, or any other formalities of any kind. After that, the seller will have the authority to seize and manage the goods and other collateral for which security has been provided. Immediately become due and payable in full, without further notice, and without the buyer presenting any kind of formality, including a demand, payment, protest, or notice of protest. After that, the seller will have the authority to seize and manage the goods and other collateral for which security has been provided. In accordance with the Personal Property Security Act (Ontario), which was passed and is currently in effect in Ontario, as well as any comparable personal property security laws in any jurisdiction where the products are located, including but not limited to the uniform commercial code in the relevant US states, they will have all the rights and remedies of a secured party.

**27. Indemnity:** In addition to the other indemnities outlined in these terms and conditions, the buyer assumes full liability and agrees to indemnify and hold seller, its directors, officers, employees, agents, and representatives fully harmless if, due to the negligence (or other act for which there is a legal liability) of the buyer, its employees, agents, or subcontractors, any person is injured or killed, or if any property is damaged, lost, or destroyed.

**28. Resolution of Disputes:** If a disagreement emerges between the parties regarding the application, interpretation, implementation, or validity of a purchase order, or any payment that is owed, either party may provide the other party with written notice of the issue, along with all relevant details and the reasons behind the disagreement. The parties will meet as soon as possible to try to settle any disagreement. The matter will be settled by binding arbitration before a single arbitrator if the parties cannot agree on a resolution within ten days. The single arbitrator may be proposed by either party upon written notice to the other. The single arbitrator may be proposed by either party upon written notice to the other. Either party may file an application in the appropriate courts to appoint a single arbitrator to settle the dispute if the parties cannot agree on an arbitrator within ten days of receiving this notice. Unless otherwise specified, the arbitration will take place in Toronto, Ontario, in English, in compliance with the terms of the Ontario Arbitration Act of 1991. The arbitrator will have the authority to award costs related to the arbitration.

**29. Miscellaneous:** Whether resulting from this transaction or any other agreement, arrangement, or arrangement with the seller, the buyer shall not have any right, nor claim to exercise any right, to set off or deduct any claim for money owed from the seller for any reason. Purchase orders cannot be assigned in whole or in part by the buyer. All or part of the purchase order may be subcontracted by the seller, but the seller is still responsible for the buyer's performance of the order. No purchase order provision, including these terms and conditions, may be waived without the party to be bound by it signing a written waiver.

Unless specifically stated in writing, a waiver of one or more purchase order provisions including these terms and conditions—does not imply a waiver of any other provision or a continuing waiver. Any provision of a purchase order (including these terms and conditions) that is

restricted, prohibited, or unenforceable in any district about its application to any party or circumstance will only be ineffective in that district to the extent of the restriction, prohibition, or unenforceability. This will not invalidate the remaining provisions of the purchase order (including these terms and conditions) or affect the validity or enforceability of such provisions in any other district.

The parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assignee, as applicable, are guaranteed to benefit from and bound by each purchase order. These terms and conditions remain in effect after the purchase order is completed and the associated purchase money is paid. Any claim or cause of action for an alleged breach or non-performance of a purchase order by the seller is prohibited, regardless of any statute of limitations to the contrary, unless the buyer initiates the case within a year of the cause or action accruing.

The laws of the district where the products are supplied shall control and be interpreted in relation to each purchase order, including these terms and conditions. The parties specifically refuse any intention to establish a partnership, joint venture, association, or other similar relationship, and the purchase order is not intended to create or be interpreted to create any of these relationships. Neither party shall be or constitute, or be deemed or construed to be or constitute, under any circumstances or for any purpose whatsoever, a partner, joint venture, agent, or legal representative of the other party. Neither party is given the power or right to take on or establish any explicit or implicit obligation or responsibility on the other party's behalf.

**30. Factoring:** When products are delivered, or considered delivered, to the buyer, the seller has the right to bill the buyer for the full price of the goods, which must be paid according to the terms of the agreement, to factor its accounts receivable. The buyer also agrees to sign and give the seller all factoring documents, security agreements, and registrations that the factoring institution may require in this regard.

**31. Counterparts:** Any purchase order-related document may be executed in several counterparts and delivered in the original, by fax, or as an email attachment in portable document format (or "pdf"). Each of these counterparts, when executed and delivered in this manner, will be considered an original, and when combined, they will form a single document.

**32. Whole Agreement:** The purchase order, together with these terms and conditions, is the whole agreement between the parties regarding its subject matter, and it takes precedence over all prior agreements, quotes, suggestions, writings, and conversations about it. When interpreting the parties' rights and responsibilities, and if there is a discrepancy between the terms of any purchase order and these terms and conditions, the relevant purchase order will come first, followed by these terms and conditions. Provisions in a purchase order and these terms and conditions may not conflict if they both deal with the same topic and one of them places more burdensome requirements or limitations than the other. In addition, there cannot be or be assumed to be a conflict or inconsistency. If one of the terms and conditions or a purchase order addresses anything that the other does not. Other than those specified in the purchase order or orders, including these terms and conditions, there are no covenants,

representations, or other terms. Only a written document signed by all parties may alter a purchase order. No purchase order or these terms and conditions will include or incorporate any course of business or usage of trade.

**33. Taxes and Duties, Prices, and Payments:** The goods purchased hereunder are for resale or for an exempt purpose and may be exempt from local sales or use taxes in the foreign district. Unless otherwise provided on the face of the Purchase Order, the prices contained herein include all applicable federal, state (province) and local taxes, customs, and duties. Seller warrant that each price for equipment, goods, material, labor, or services furnished hereunder is no less favorable than that extended during the term of the Purchase Order to any other customer for the same or like items or services in equal or less quantities or similar terms and conditions. Buyer shall make all payments to Seller within 120 days from the date of Seller's invoice, unless expressly stated otherwise on the front of the Purchase Order.

**34. Termination for Convenience:** Buyer may at any time terminate all or any part of the Purchase Order for its sole convenience, and Seller shall immediately stop all terminated work, cause any of its suppliers or subcontractors to cease such work, and all other necessary steps to minimize costs in carrying out the termination. Seller will comply with Buyer's written instruction, including termination of subcontracts and/or assignment to Buyer of Seller's rights under subcontracts; disposition of completed work, work in process, project data and documents and other PO Deliverables (including delivery and title transfer to Buyer); and completion of work not terminated. Within 30 days after receipt of a termination notice, Seller shall submit all claims resulting from such termination. Buyer will have the right to verify such claims by auditing the relevant records, facilities, work, or material of Seller and/ or its subcontractors. Buyer shall be obligated to pay Seller only for finished work accepted by Buyer and for the documented cost to Seller of work in process and raw material allocable to the terminated work which is not more than any prior Buyer authorization. Payment made under this paragraph will not apply to any cancellation by Buyer for default by Seller or for any other deficiency recognized by law or specified by this order.

**35. Cancellation for Default :** Buyer may, by written notice to Seller, cancel all or part of this contract if: Seller fails to deliver the PO Deliverables within the time specified by this PO or any written extension; Seller fails to perform any other provision of this contract or fails to make progress, so as to endanger performance of this contract, and in either of these two circumstances, does not cure the failure within 10 days after receipt of notice from Buyer specifying the failure; or in the event of Seller's suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any other assignment, reorganization or arrangement by Seller for the benefit of its creditors. Seller shall continue work not canceled. If Buyer cancels all or part of this PO, Seller shall be liable for Buyer's excess re-procurement costs. Buyer may require Seller to transfer title (to the extent Buyer does not already have title) and deliver to Buyer any completed items, any partially completed items, materials, parts, tools, fixture plans, drawings, information, contract rights and other materials (collectively "Manufacturing Materials") that seller has specifically produced or acquired for the canceled portion of this PO. Upon direction from Buyer, Seller shall also protect and preserve property in



its possession in which buyer or any of its customer has an interest. Buyer shall pay the contract price for the PO Deliverables accepted. Payment for Manufacturing Materials accepted by Buyer and for the protection and preservation of property shall be at a price determined in accordance with the "Termination for Convenience" article of these Terms and Conditions, except that Seller shall not be entitled to profit. All intellectual property. Including but not limited to, drawings, software, and models, required to finish the project shall be delivered to Buyer.