

STANDARD TERMS AND CONDITIONS
REKO MANUFACTURING GROUP INC. AND ITS AFFILIATES (the “Seller”)

1. **Contract Formation.** These standard terms and conditions set out the terms and conditions (“**Terms and Conditions**”) that are applicable to any purchase order, quotation and/or order (“**Purchase Order**”) for the supply of parts, equipment, components, products and/or services (“**Products**”) by the Seller. These Terms and Conditions are incorporated into and form part of each Purchase Order. No change, modification, amendment, other agreement or any purported unilateral imposition of other terms or conflicting terms by the buyer (“**Buyer**”) is of any force or effect and Buyer waives any right it might have to rely on any such terms or conditions; any such terms or conditions are hereby disclaimed and rejected by the Buyer and Seller. These Terms and Conditions shall solely govern and control the terms of any Purchase Order or confirmation from Buyer. The price has been established by Seller and agreed by the parties on the basis of these Terms and Conditions. Buyer acknowledges that 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. Upon the occurrence of any of the following events, Buyer shall be deemed to have unconditionally accepted these Terms and Conditions: (a) acknowledgement of a Purchase Order; (b) upon receipt in whole or in part of the shipment sold under a Purchase Order or provision of services, or both; or (c) upon payment in whole or in part of the Products, including any workmanship related thereto or related materials supplied hereunder or performance of services or both. Buyer hereby acknowledges and agrees that it is necessary for Seller to enter into contracts with third parties and reserve a portion of its manufacturing facilities to perform the terms of this Purchase Order. If Buyer cancels an accepted Purchase Order, Buyer shall, in addition to any other damages suffered by Seller, reimburse Seller for all forfeited deposits provided to third parties and the costs to terminate any contracts/purchase orders with third parties in connection with performance of the Purchase Order.
2. **Quotations.** Subject as otherwise specified in a quotation, quotations are open for acceptance for a period of thirty (30) days from the date issued by Seller, and are subject to withdrawal at any time before acceptance by Buyer, without notice. Any acceptance of a quotation is limited to acceptance of these Terms and Conditions and the express terms set forth in the quotation. Product selection is the sole responsibility of Buyer. All Products are sold based upon Buyer’s independent determination that they are appropriate for Buyer’s intended application and use. Seller is not responsible for the results or consequences of use, misuse or application of any Product by any person. Any modifications that may be required to the Products being supplied to meet safety requirements, local codes or local specifications are the responsibility of the Buyer. Supply of Products may require a deposit and other payments, as set forth in the applicable Purchase Order. All Purchase Orders are subject to express written acceptance and approval by the Seller, including as to Buyer’s credit.
3. **Buyer Responsible For Design Flaws And Liability Claims.** The services provided by Seller shall not be interpreted as approval of any design of function of Buyer; the sole responsibility for which belongs to Buyer. Buyer hereby covenants and agrees to indemnify and hold harmless Seller of and from all claims, actions, causes of actions, prosecutions, fines, penalties, damage, or losses whatsoever as a result of breaches of applicable law or regulation and/or product liability claims including, loss, damage to person or property, or injury or death to person, in any manner arising out of or incident to all product liability claims, whether alleged or proven. For greater certainty, technical documents, such as drawings, descriptions, illustrations and the like, shall serve as an approximate indication only, provided they have not been expressly specified as binding. Seller reserves the right to make any alterations considered necessary.
4. **Payment.** Buyer shall pay the Seller for the Products the amounts set out in the Purchase Order, including any milestone payments set out therein, in accordance with the terms thereof and hereof, plus the amount of all duties, licenses, tariffs, sales, use, value added tax (goods and services, harmonized sales, sales tax etc.), privilege, excise, import duties and other taxes levied or imposed by any governmental authority and any brokerage fees (“**Taxes**”) and any replacement or further Taxes imposed or levied subsequent to the date of the applicable Purchase Order which the Seller is required to pay or collect in connection with the provision of the Products. Unless otherwise specified in a quotation, payments are due and payable not later than thirty (30) days of the invoice date. All payments shall be in United States dollars unless otherwise specified. Seller has the right, in its sole judgment, at any time and from time to time, 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 of any Purchase Order. 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. The acceptance by the Seller of any late payment or interest payment shall not be construed as a waiver by it of its rights in respect of the default of Buyer of the applicable Purchase Order. If Buyer fails to make any payment as required, Buyer agrees to indemnify and hold harmless the Seller from and against all costs and expenses, including legal fees, court costs and associated costs incurred by the Seller in obtaining payment from Buyer.
5. **Delivery.** Unless otherwise set out in the Purchase Order tangible Products sold hereunder shall be delivered Incoterms 2020 EXW, Seller’s factory. Delivery dates specified in any quote are approximate, unless specified as firm and binding. Seller may deliver Products in installments. Delivery performance is dependent upon prompt receipt from Buyer of all specifications, final approved drawings and any other details essential to the proper execution of Buyer’s Order. Upon notification of readiness of Products by Seller to Buyer, Buyer shall promptly take physical delivery of the Products. Any delay by Buyer to take delivery of the Products shall result in Buyer paying storage, maintenance and associated charges, and Seller shall invoice Buyer as if shipment or other performance had been made as originally scheduled; Buyer shall be deemed to have accepted delivery of such Products upon invoice. Such storage, handling and maintenance shall be performed at Buyer’s cost and risk. Failure of Buyer to take prompt delivery shall result in payment terms tied to such delivery becoming due immediately and payable. The warranty period will begin upon such notification of Product readiness. In no event does Seller assume any risk for such Products nor does Seller have any responsibility to insure same. Unless otherwise agreed by Buyer and Seller, Buyer shall have the sole responsibility of choosing the carrier and routing from Seller’s manufacturing facilities to the final destination. Seller shall carefully pack all Products sold hereunder and Seller shall assume no responsibility for damage after having received receipt of acceptance of Product from the carrier at Seller’s works. All claims for loss, damage and delay in transit are to be transacted by Buyer 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.
6. **Inspection.** Testing of Products before shipment shall be carried out in accordance with Seller’s test procedures and at Seller’s cost. Additional tests, if any, agreed to by the parties are as set out in the Purchase Order and shall be charged to Buyer. Buyer shall examine the

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Products upon delivery of same and shall inform Seller immediately in writing of all defects and deficiencies for which Seller is responsible. If Buyer omits to so notify Seller within ten (10) days of Buyer's possession (or deemed possession) of Products, same shall be deemed to have been accepted. Acceptance tests are carried out only if they have been agreed upon in writing by Seller. As far as circumstances allow, such tests will be carried out in Seller's factory. If, for reasons beyond Seller's control, agreed acceptance tests cannot be carried out within the specified time, the qualities to be determined by these tests shall be deemed proved. If it is found from one of the aforementioned tests that, within ten (10) days of delivery or deemed delivery, Product does not fulfil the terms of the Purchase Order, Buyer shall make available to Seller suitable opportunity to remedy any deficiency. Buyer shall have no other rights than the rights outlined above, in case of delivery of deficient Products.

7. **Title.** The title to and property in the Products sold hereunder and any substitutions or additions thereto and the right to possession thereof, whether attached to realty or otherwise, shall pass from Seller to Buyer when the full purchase price of the Products has been paid. Upon failure to make any payment as herein provided, the whole purchase price and any note or security given on account therefore shall forthwith become due and payable and Seller may immediately enter the premises where the Product is located and take possession of and remove the same as its personal property, and may retain any or all partial payments already received as a rental charge for the use of the Property without affecting any further or other claims which Seller may have against Buyer. Product sold hereunder shall be at Buyer's risk on delivery (or deemed delivery), and the loss or destruction of all or part of the Products shall not release Buyer from any obligations of payment hereunder. Seller retains title to all tools, fixtures, dies, jigs, moulds, patterns, equipment, designs, drawings, data, samples, and electronic tapes, numerical control computer programs or other media, which is incidental to Seller's performance of the Purchase Order, or developed by Seller in connection therewith. Buyer shall have title to all models, patterns and designs incident to the Purchase Order once title for tangible Products passes to Buyer. So long as sums shall remain owing by Buyer to Seller, Buyer shall exercise proper care in the possession and use of the Products and shall keep same at all times in good repair and free of all liens, options, taxes, charges, pledges, privileges and encumbrances, other than liens and encumbrances in favour of Seller. Buyer shall insure Products against loss, destruction or theft for the full value of the replacement purchase price of the Products until paid full.
8. **Security Interest.** Buyer hereby unconditionally and irrevocably grants 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, as well as any and all components, inventory, and raw materials, whether now existing or hereafter arising, and any proceeds, replacements, improvements, substitutions, attachments, and accessions thereto or thereon, 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. Buyer agrees to execute and deliver all documents requested by Seller to protect, register, perfect, evidence or maintain Seller's security interest. Unless prohibited by law, Buyer hereby grants to Seller an irrevocable power of attorney coupled with an interest empowering and authorizing Seller or an agent designated by it to execute and file any registration or financing statements, on Buyer's behalf at Seller's cost, as necessary or desirable in Seller's opinion to

protect, register, perfect, evidence or maintain Seller's security interest granted herein in any jurisdiction.

9. **Performance.** If Seller's performance is delayed by any cause beyond its reasonable control (regardless of whether the cause was foreseeable) including, without limitation 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) (each a “**Force Majeure Event**”), Seller's time for performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Seller will notify Buyer within a reasonable time after becoming aware of any Force Majeure Event that will result in delay, and Seller will not be liable for any failure to perform due to any Force Majeure Event. If a Force Majeure Event resulting in delay extends beyond ninety (90) days from the originally scheduled dates set forth in the applicable Purchase Order for any milestone, either party may, with written notice to the other, terminate the applicable Purchase Order without further liability for the unperformed part of the applicable Purchase Order, provided that the Buyer shall forthwith pay Seller for all amounts owing 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, notwithstanding that a payment milestone may not have been met. If a Purchase Order is terminated for a Force Majeure Event affecting the Buyer, in addition to the forgoing payment, Buyer shall reimburse Seller for all forfeited deposits provided to third parties and the costs to terminate any contracts with third parties.
10. **Products Generally.** The Seller will provide the Products in all material respects in compliance with applicable laws and regulations, the applicable Purchase Order and in a good and workmanlike manner. Buyer agrees to provide the Seller with all information in the Buyer's possession or control that relates to or is reasonably requested by the Seller in connection with the Products and agrees that Seller is entitled to rely on the accuracy and completeness of such information so provided. Unless otherwise specified in a Purchase Order, Seller has the right to scrap and/or destroy without liability, prints submitted for quotations, patterns, models, information stored electronically, special tools, and designs used in the manufacture of Products.
11. **Change Orders.** Seller and Buyer may each suggest to the other, by notice in writing, that a change is desirable in the scope, scheduling and/or pricing of Products. In each such case, the Seller shall provide Buyer with an estimate of the costs and fees associated with such change, a description of the changes to the scope of Products (including scheduling) caused by such change, the details of any resulting changes to the applicable Purchase Order required in connection with such change, and an explanation of the basis for the foregoing (a “**Change Order**”). Notwithstanding the foregoing, but subject to the next sentence, no proposed Change Order shall be effective unless the Buyer and Seller agree in writing to the terms thereof. If the Seller initiates any Change Order that Buyer refuses to accept, the Seller and Buyer shall use their commercially reasonable efforts to negotiate a resolution to such dispute. Seller shall be entitled to a Change Order for: (a) delays resulting from the Buyer's or persons employed or engaged by the Buyer, breach or delayed performance of its obligations under any Purchase Order; (b) any change in laws which affect Seller's performance; or (c) changes in Taxes payable or collectible by the Seller.
12. **Intellectual Property.** Except as may be set forth in the applicable Purchase Order, the delivery of Products does not convey any express or implied right, title or interest, including any license, under any patent, copyright, trademark or other proprietary or intellectual property rights owned, licensed or controlled by the Buyer or Seller or any other person.

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All rights under any such rights are expressly reserved by the party who owns or holds such rights, including any improvements or advances relating thereto. The parties shall not sell, transfer, sublicense, reverse engineer or disassemble, or redistribute or display any such proprietary or intellectual property rights. All plans, drawings, technical specifications, documents, software, microfilm, data, or proprietary information relating to the Products sold, distributed or manufactured hereunder shall be treated in confidence by Buyer, who shall ensure the confidentiality thereof. They remain Seller's exclusive property and may be neither copied nor reproduced nor communicated to a third party in any way whatever nor used for manufacture of any goods or product similar to the Products, or parts thereof. They may be used only for operation and maintenance of the Products, under terms and conditions specified by Seller. All documents submitted with tenders that do not result in an order shall be, at Seller's option, either destroyed or returned to Seller on request and the Buyer shall not retain any copies thereof. Buyer hereby represents, warrants and covenants to Supplier that Products to be manufactured by Supplier based upon Buyer's designs, plans, specifications and instructions provided by Buyer to Seller do not infringe or violate any patent, copyright, trademark, industrial design nor any other proprietary claim or right whatsoever of any other party and Buyer hereby covenants and agrees to indemnify and hold harmless Supplier of and from and against all costs, losses, damages, expenses (including investigative costs and professional and legal fees and costs), and all claims, actions, causes of actions and other proceedings relating to or arising out of or as a result of any actual or alleged infringement made by any person.

13. **Warranty. 13.1 Tangible Products.** Seller warrants that during the warranty period described below, tangible Products sold shall be free from defects in material and workmanship and shall be of the kind and quality designated or described in Seller's specifications and accepted by Seller. If within the earlier of (a) 90 days following first use by Buyer or the end user, as applicable, and (b) 180 days following delivery or deemed delivery of tangible Products, such Product does not meet the warranties specified above, Seller agrees to correct any defect, at its option, either by repairing any defective parts, or by making available Incoterms 2020 EXW, repaired or replacement parts, provided Buyer notifies Seller in writing promptly of any such defects within the aforesaid period. The cost of removal of and access to the defective Product from its related system, site and/or ancillary equipment, and the cost of its reinstallation in such system, site and/or ancillary equipment, including all transportation costs to and from Seller's plant or repair shop, shall be borne exclusively by Purchaser. Purchaser shall not return or dispose of any Product or part thereof with respect to which it intends to make a claim under the foregoing warranty, without Seller's express prior written authorization. **13.2 Services.** Where the Product is services supplied by the Seller (“Services”), Seller warrants that it shall re-perform Services which are found to have been performed other than in a professional manner and in accordance with sound, generally accepted and professional practices in effect at the time of performance, provided Seller receives written notification of the defect as soon as reasonably possible, but no later than within ninety (90) days from the date of such performance. Notwithstanding anything to the contrary in these terms, relating to Seller's supervision, recommendations and advice (collectively, “Advice”), Buyer acknowledges, covenants and agrees that: (a) although Seller may provide Advice in order to assist the Buyer, including in making decisions in connection with Seller's Products, Seller assumes no responsibility or liability for such relating in any way to such Advice and Buyer hereby irrevocably releases the Seller therefrom 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 it

is the sole responsibility of Buyer to decide whether and how such Advice may be implemented; and (c) any Advice is specific to given circumstances and based information provided by the Buyer. Nothing in these terms and conditions is or shall be deemed to be a warranty provided by Seller to Buyer in respect of any Advice and all warranties are hereby expressly disclaimed in accordance with the provisions of the section entitled “Warranty Conditions” below, *mutatis mutandis*. The Seller will perform warranty services required to be performed by it to a standard that results in repair to a condition substantially equivalent to the condition immediately prior to the occurrence of the event or defect giving rise to the repair.

14. **Warranty Conditions.** Any repair, replacement or re-performance pursuant to the warranties set above shall not renew or extend the warranties. The foregoing warranties shall be void to any deficiency or defect resulting from, acts of God, the Products being improperly installed (other than by Seller) or cared for, operated under abnormal conditions or contrary to specifications or instructions of Seller, normal wear and tear, modifications or alterations made by Buyer or a third party without Seller's consent. The foregoing warranty will be void if the Buyer fails to provide written notice of any warranty claim to the Seller by the date that is 30 days from the occurrence giving rise to a warranty claim provided that if any defect gives rise to risk to health or safety of persons, or damage to property, the Buyer shall provide the Seller with immediate written notice. THE EXPRESS WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND 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, SHALL APPLY. BUYER'S EXCLUSIVE REMEDIES AND SELLER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE PRODUCTS (INCLUDING ANY LATENT DEFECTS), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THOSE STATED HEREIN.
15. **Limitations.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THE SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SERVICES, PRODUCTS OR ANY OTHER ASPECT OF SELLER'S RELATIONSHIP WITH BUYER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS, COST, EXPENSE, LIABILITY, HARM, OR DAMAGE TO PERSON OR PROPERTY EXCEPT AS MAY DIRECTLY RESULT SOLELY FROM THE SELLER'S, ITS SUBCONTRACTORS, OR ITS OR THEIR EMPLOYEES' GROSS NEGLIGENCE. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO THE BUYER FOR, AND THE BUYER SHALL NOT ASSERT ANY CLAIM FOR, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR INCIDENTAL LOSSES, EXPENSES OR DAMAGES, 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 BUYER HEREBY IRREVOCABLY RELEASES THE SELLER FROM ANY SUCH LIABILITY. THE LIABILITY OF SELLER, ITS AGENTS, DIRECTORS, OFFICERS, SUBCONTRACTORS, SUPPLIERS, FOR ALL CLAIMS, ACTIONS, JUDGEMENTS, EXPENSES RELATED TO OR RESULTING FROM ANY LOSS OR DAMAGE ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS IN CONNECTION ANY PURCHASE ORDER,

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INCLUDING WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY AND STORAGE, OF THE PRODUCTS SHALL IN NO CASE EXCEED THE PRICE PAID TO SELLER BY BUYER IN RESPECT OF SUCH PRODUCT OR PART THEREOF INVOLVED IN A CLAIM. WHERE SELLER SELLS SERVICES OR PROVIDES ADVICE, IN NO EVENT SHALL THE LIABILITY OF SELLER, ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS, FOR ALL CLAIMS, ACTIONS, JUDGMENTS, DAMAGES, SETTLEMENTS, EXPENSES RELATED TO OR RESULTING FROM ANY LOSS OR DAMAGE ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR ADVICE, EXCEED IN THE AGGREGATE THE AMOUNT PAID BY BUYER TO SELLER FOR THE SERVICES OR ADVICE PERFORMED UNDER THE PURCHASE ORDER

16. **Exclusivity.** The provisions of these Terms and Conditions constitute the Seller’s and Buyer’s exclusive liability, respectively, to each other, and Buyer and the Seller hereby release each other from and against any further liability.
17. **Confidential Information.** Confidential Information means any information provided by a party (“**Disclosing Party**”) to the other party (“**Recipient Party**”) or to which the Recipient Party had access as a result of the negotiation or performance of any Purchase Order, which is not generally known to the public, including without limitation, information relating to: (a) the design, specifications and content of the equipment and related documentation; and (b) the terms of the Purchase Order, including these Terms and Conditions. The parties agree that all such confidential information will be received and held in confidence for a period of two years and will be used only for the purpose of carrying out the obligations of, or with respect to the Buyer, for the purpose of installing, operating, maintaining or repairing the Product (the “**Purpose**”). Notwithstanding anything to the contrary in this Section, the Recipient Party may, on a need to know basis and for the Purpose, disclose confidential information of the Disclosing Party to its employees, agents, subcontractors and other third parties, provided that such persons agree to be bound by an obligation of confidentiality and non-disclosure consistent and no less constraining than the terms of this Section and that the Recipient Party remains liable to Disclosing Party for any breach of the terms of these confidentiality provisions by such persons.
18. **Default.** One or more of the following events shall constitute an event of default (an “**Event of Default**”) hereunder: (a) Buyer defaults in the performance of any of its obligations thereunder, other than a payment default, and fails to cure such default within 30 days after written notice thereof from Seller; (b) Buyer fails to make any payment when due, and fails to cure such default within three (3) days of such default; (c) any receiver or other administrator shall assume control of a majority Buyer’s assets, Buyer shall file, or have filed against, any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of or relating to debtors; (d) Buyer ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of its assets; (e) Seller, in good faith, deems itself insecure or the Products to be in danger of loss, damage, misuse, seizure or confiscation prior to payment in full for same; (f) Buyer has at any time misrepresented its financial condition to Seller; (g) Buyer fails to duly observe or perform any of its obligations or breaches a term, condition or warranty herein contained or contained in any other agreement between the parties; or (h) Buyer commits an event of default under any other debt instrument and the counterparty seeks enforcement under such instrument and/or the obligations of the Buyer thereunder are accelerated by the creditor.
19. **Remedies.** Upon the occurrence of any Event of Default, the Seller shall, in addition to all other remedies, including at law and contract, have the right to: (a) terminate the Purchase Order, in whole or in part; and (b) declare the entire unpaid balance of amounts payable to the Seller to be immediately due and payable and thereupon, such amounts shall forthwith become due and payable in full without further notice and without presentment for demand, payment, protest or notice of protest or any other formalities of any kind all of which are hereby expressly waived by Buyer. Seller shall, thereafter, have the right to take possession and control of the Products and other collateral over which security has been granted and shall have all the rights and remedies of a secured party under the *Personal Property Security Act* (Ontario) enacted and in force in Ontario and under all such analogous personal property security legislation in any jurisdiction in which the Products are located, including but not limited to the *Uniform Commercial Code* in applicable states of the United States.
20. **Dispute Resolution.** If any dispute arises between the Parties relating to the application, interpretation, implementation or validity of any Purchase Order, or any payment due, either party may give the other party written notice of such matter which shall include the full particulars of the reasons for such dispute. The parties shall promptly meet and attempt to resolve any dispute. If the parties are unable to resolve such dispute within 10 days, the matter shall be resolved by binding arbitration before a single arbitrator. Either party may, on written notice to the other, propose the appointment of the single arbitrator. If the parties are unable to agree on the appointment of an arbitrator within 10 days of such notice, either party may bring an application in the courts of competent jurisdiction for the appointment of single arbitrator to resolve the dispute. Unless otherwise agreed, the arbitration shall be held in the English language, in Toronto, Ontario in accordance with the provisions of the *Arbitration Act, 1991* (Ontario). The arbitrator shall have the power to make costs awards in respect of the arbitration.
21. **Export Controls.** Buyer understands that certain Products may be subject to export control laws and regulations (“**Export Regulations**”) which prohibit export or diversion of certain products and or services, and technology to certain countries. Any and all obligations of Seller to export, re-export or transfer Products, as well as any technical assistance, training, investments, financial assistance, financing and brokering will be subject in all respects to such Export Regulations and will from time to time govern delivery of Products, and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations. If the delivery of Products and/or documentation is subject to the granting of an export or import license by certain governmental authorities or otherwise restricted or prohibited due to export/import control regulations, Seller may suspend its obligations and the Buyer’s rights until such license is granted or for the duration of such restrictions or prohibitions. Furthermore, Seller may at its option terminate any applicable Purchase Order, in all cases without incurring any liability towards the Buyer. Buyer warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product and Service supplied to Buyer. Buyer accepts the responsibility to impose all export control restrictions to any third party if the items are transferred or re-exported to third parties. Buyer shall take all actions that may be reasonably necessary to ensure that none of its customers/purchasers or end-users contravenes such Export Regulations.
22. **Bribery and Corruption.** Buyer hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Seller or any other party in a manner contrary to applicable

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laws (including but not limited to the *Corruption of Foreign Public Officials Act* (Canada), the *Foreign Corrupt Practices Act* (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in this Agreement shall render Seller liable to reimburse Buyer for any such consideration given or promised. Buyer’s violation of any of the obligations contained in this Section may be considered an Event of Default of Buyer and shall entitle Seller the remedies therefor, without prejudice to any further right or remedies of Seller under the Purchase Order or applicable law. Buyer shall indemnify Seller for all losses, liabilities, damages, costs, fines or expenses and any investigations, claims, actions, suits, charges or other proceeding incurred or arising as a result of any such violation of the above mentioned obligations and termination of the Purchase Order.

23. **Indemnity.** In addition to the other indemnities provided in these Terms and Conditions, if, as a result, in whole or in part, of negligence (or other act for which there is a legal liability) of Buyer, its employees, agents or subcontractors, any person suffers injury or death or any property is damaged, lost or destroyed, Buyer assumes full liability therefore and agrees to indemnify and hold Seller, and its directors, officers, employees, agents and representatives fully harmless therefor.

24. **Factoring.** Upon delivery, or deemed delivery, of the Products to Buyer, Seller shall have the right to invoice Buyer for the full price of the Products, payable in accordance with the agreed upon payment terms, for the purpose of factoring its accounts receivable, and Buyer agrees to execute and provide to Seller all such factoring documents, security agreements and registrations as may be required by the factoring institution in connection therewith.

25. **Miscellaneous.** Buyer shall not have any right, nor purport to exercise any right, or claim set off or deduction for any claim for money due from the Seller for any reason, whether arising out of this or any other transaction, agreement or arrangement with the Seller. Buyer shall not assign all or any portion of any Purchase Order. Seller may subcontract all or any portion of the Purchase Order, provided that the Seller remains liable for the performance of such Purchase Order to the Buyer. No waiver of any provision of a Purchase Order (including these Terms and Conditions) shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of a Purchase Order (including these Terms and Conditions) shall constitute a waiver of any other provision nor shall any waiver of any provision of a Purchase Order constitute a continuing waiver unless otherwise expressly provided in writing. If, in any jurisdiction, any provision of a Purchase Order (including these Terms and Conditions) or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of the Purchase Order (including these Terms and Conditions) and without affecting the validity or enforceability of such provision in any other jurisdiction. Each Purchase Order enures to the benefit of and binds the parties’ and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns, as applicable. These Terms and Conditions survive completion of the Purchase Order and payment of the purchase price therefor. Notwithstanding any contrary statute of limitations, any cause of action or claim for any alleged breach or non-performance of a Purchase Order by the Seller shall be barred unless commenced by Buyer within one (1) year after the accrual of such cause or action. Each Purchase Order, including these Terms and Conditions, shall be governed and construed in accordance

with the laws of jurisdiction in which the Products are provided. The Purchase Order is not intended to create, and shall not be construed to create, and 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, and the parties expressly disclaim any intention to create a partnership, joint venture, association or other such relationship. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind the other party in any manner.

26. **Entire Agreement.** The Purchase Order, including these Terms and Conditions, constitute the entire agreement between the parties relating to the subject matter thereof and supersedes any previous agreements, quotations, proposals, writings and discussions pertaining thereto. In interpreting the rights and obligations of the parties and in the event of any inconsistency between the terms of any Purchase Order and these Terms and Conditions, the order or priority of the documents shall be:

(a) first, the applicable Purchase Order; and (b) second, these Terms and Conditions. Provisions in a Purchase Order and these Terms and Conditions shall not be considered to be inconsistent if both relate to the same subject matter and the provision in one imposes more onerous obligations or restrictions than the corresponding provision in the other. Furthermore, a conflict or inconsistency shall not occur or be deemed to have occurred if a Purchase Order or the Terms and Conditions provide for a matter that the other does not. There are no representations, covenants or other terms other than those set forth in the Purchase Order(s), including these Terms and Conditions. A Purchase Order may only be amended by a written document signed by each of the parties. No course of dealing or usage of trade will form part of or be incorporated into any Purchase Order or these Terms and Conditions.

27. **Counterparts.** Any document respecting a Purchase Order may be executed in any number of counterparts and delivered in the original, by facsimile or by email attachment in Portable Document Format (“PDF”), each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.