

TERMS AND CONDITIONS FOR THE SALE OF GOODS

These purchase order terms and conditions (the "Terms") together with any terms contained in the purchase order to which these terms are attached (the "Purchase Order", and collectively with the Terms, this "Order") govern the purchase of the goods (the "Products") specified on the Purchase Order by Jungbunzlauer Canada Inc. (the "Buyer") from the party to whom the Purchase Order is addressed (the "Seller"). This Order constitutes the sole and entire agreement of the parties with respect to the Products. The terms of this Order shall prevail over Seller's own terms of use, standard terms and conditions, or terms contained in any document issued by Seller, save and except where the parties have signed a written contract governing the purchase of sale of the Products, in which case, such written contract shall govern and supersede this Order.

1. **Acceptance.** This Order is not binding on Buyer until Seller accepts this Order in writing or starts to perform obligations in accordance with this Order. Buyer may withdraw this Order at any time before it is accepted by Seller.

2. **Shipment and Delivery of Products.**

(a) **Shipment.** Unless expressly agreed to by the Parties in writing, Seller shall select and notify the Buyer of the method of shipment of and the carrier for the Products. A packing list must accompany each shipment of Products made pursuant to this Order. An invoice and a bill of lading showing the Order number on the face of this Order, date of shipment, full routing, car number, etc. shall be emailed to Buyer at the time of shipment of the Products ordered. Seller shall record the part number or other identifying information, as applicable, for each Product ordered hereunder on all invoices, packing slips, containers, labels, correspondence in respect of such Product. Sellers located outside Canada shall forward three properly certified form C11 Canada Customs Invoices (or equivalent commercial invoices) on the same day that shipment is made, together with all certificates and other documents required by law, and all such invoices shall show the Order number, case or container number and contents of each package separately.

(b) **Delivery Date.** Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Products. Seller shall deliver the Products in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If Seller fails to deliver the Products by the Delivery Date, Buyer may, in its sole discretion, terminate this Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Products on the Delivery Date.

(c) **Delivery Point.** Seller shall deliver all Products to the address specified in the Purchase Order (the "Delivery Point") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall ensure that the Products are properly and securely packaged to enable them to withstand the usual rigors of transportation and arrive at the Delivery Point in good order and condition.

(d) **Quantity.** If Seller delivers more or less than the quantity of Products ordered, Buyer may reject all or any excess Products. Any such rejected Products shall be returned to Seller at Seller's sole risk and expense. No rejected Products shall be replaced by Seller without first obtaining a new Purchase Order therefore from Buyer. If Buyer does not reject the Products and instead accepts the delivery of Products at the increased or reduced quantity, the Price for the Products shall be adjusted on a pro-rata basis.

(e) **Title and Risk of Loss.** Title to Products shipped under this Order passes to Buyer on Seller's delivery of such Products to Buyer at the Delivery Point. Products shipped under this Order shall be delivered, and risk of loss to such Products shall pass to Buyer, in accordance with Incoterms® 2023 as indicated on the Order.

(f) **Inspection.** Buyer has the right to inspect the Products on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Products, and may reject all or any portion of the Products if it determines the Products are defective or otherwise do not conform with the warranties provided by Seller in this Order. If Buyer rejects any portion of the Products, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Order in its entirety; (b) accept the Products at a reasonably reduced price; or (c) reject the Products and require replacement of the rejected Products. If Buyer requires replacement of the Products, Seller shall, at its expense, within a mutually agreed upon number of days, replace the non-conforming Products and pay for all related costs, including, but not limited to, transportation charges for the return of the defective Products and the delivery of replacement Products. If Seller fails to timely deliver replacement Products, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant Section 10. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

(g) **Recalls.** Seller shall immediately notify Buyer in writing in the event that any Products are the subject of a voluntary or government-mandated recall. Buyer shall provide commercially reasonable efforts to implement such recall requirements upon reasonable request of Seller, and at Seller's sole cost and expense unless such recall was solely caused by acts or omissions of Buyer.

3. **Price.**

(a) **Price.** The price of the Products is the price stated in the Purchase Order (the "Price"). If no price for a particular Product is stipulated in the Purchase Order, the price charged must not exceed the last previous quotation made by Seller to Buyer for the same Product or, in the case where no such previous quotation exists, then the lowest prevailing market price for the same Product. Unless otherwise specified in this Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all, harmonized sales tax, goods and services tax, provincial sales tax, value added tax, use or excise taxes. No increase in the Price is effective, whether due to increased material, labour or transportation costs or otherwise, without the prior written consent of Buyer.

(b) **Most-Favoured Nation.** Seller represents and warrants that the price for the Products is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Products. If Seller charges any other buyer a lower price, Seller must apply that price to all Products under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order without liability pursuant to Section 10.

4. **Payment Terms.**

(a) **Payment Terms.** Seller shall issue an invoice to Buyer within three (3) days of receipt of Products by Buyer. Buyer shall pay all invoiced amounts due to Seller within the time frame set out in the Order from the date of the invoice, except for any amounts disputed by Buyer in good faith.

(b) **Disputed Payments.** In the event of a payment dispute, Buyer shall communicate to Seller prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 4. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Order notwithstanding any such dispute.

(c) **Late Payments.** Buyer shall not be required to pay interest on any late payments of amounts due to Seller.

(d) **Set-Off.** Without prejudice to any other right or remedy it may have, Buyer reserves the right to set-off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Order, applicable law or otherwise.

5. **Change Orders.** Buyer may at any time, by written instructions issued to Seller (each a "Change Order"), order changes to the specifications to any Products ordered, provided that if such changes affect delivery or the amount to be paid by Buyer under this Order, Seller will notify Buyer immediately and the parties will negotiate a reasonable adjustment in good faith.

6. **Seller Obligations.**

(a) **Representations and Warranties.** Seller represents and warrants to Buyer that:

- (i) it has full right, title and interest in the Products and Buyer shall receive the Products free and clear of any encumbrances;
- (ii) it is duly authorized to enter into this Order and to sell the Products to Buyer;

- (iii) it holds all registrations, permits, licences, authorizations, and certifications required by applicable law and industry standard to carry on its business and to manufacture and sell the Products;
- (iv) its personnel are competent, trained and have the knowledge required to carry on Seller's business and to manufacture and sell the Products;
- (v) its establishments where the Products are manufactured comply with applicable law and industry standards, including with respect to cleanliness and sanitary condition;
- (vi) it is not bankrupt or insolvent;
- (vii) the Products are free from all defects in workmanship, material and design;
- (viii) the Products meet any specifications and formulations provided by Buyer in the Purchase Order or otherwise in writing at the time of placing this Order, and those set out under applicable law;
- (ix) the Products are fit for their intended purpose and where applicable, operate as intended;
- (x) the Products are merchantable; and
- (xi) the Products do not infringe upon the intellectual property rights or other proprietary rights of any third party.

These representations and warranties survive any delivery, inspection, acceptance, or payment of or for the Products by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Seller shall promptly notify Buyer if it appears that any representation and warranty may become untrue, inaccurate, deceptive or misleading.

(b) **Compliance with Law.** Seller is in compliance with and shall continue to comply with all laws, regulations, and ordinances applicable to Seller or the Products, including in connection with the manufacture, import, export, packaging, labelling, storage, advertising, and sale of the Products. Seller shall maintain in effect all the licences, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Order.

7. **Confidentiality.** All non-public, confidential, or proprietary information of Buyer "**Confidential Information**", including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Order is confidential, provided solely for the purpose of performing this Order and may not be disclosed, copied or otherwise used, unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. In addition to any other remedies which may be available, Buyer shall be entitled to injunctive relief for any violation of this Section 7. This Section 7 does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. Seller is responsible for any breach of this Section 7 caused by any of its employees, agents or contractors. On termination of this Order, Seller shall destroy, erase or return all documents, tangible materials and copies containing or based on any of Buyer's Confidential Information and permanently erase all of Buyer's Confidential Information from its computer systems, with the exception of archival backup copies.

8. **Indemnification by Seller.**

(a) **General.** Seller shall defend, indemnify, and hold harmless Buyer and Buyer's parent company, subsidiaries, affiliates, successors, or assigns and their respective directors, officers, shareholders, contractors and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable legal fees and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Products purchased from Seller or negligence, willful misconduct, or breach of this Order by Seller or Seller's employees, agents or contractors.

(b) **Intellectual Property.** Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Products infringes or misappropriates the patent, copyright, trademark, trade secret or other intellectual property right of any third party.

9. **Limitation of Liability.** In no event shall either party be liable for consequential, indirect, incidental, special, exemplary, punitive or aggravated damages, lost profits or revenues or diminution in value, regardless of: (a) whether the damages were foreseeable; (b) whether or not the other party was advised of the possibility of the damages and (c) the legal or equitable theory (contract, tort or otherwise) on which the claim is based.

10. **Insurance.** During the term of this Order, Seller shall, at its own expense, maintain, and carry the following policies of insurance with financially sound and reputable insurers: (a) commercial general liability insurance with minimum coverage limits in respect of any one occurrence or series of occurrences of not less than CAD \$5,000,000; (b) product liability insurance with minimum coverage limits in respect of any one occurrence or series of occurrences of not less than CAD \$2,000,000; (c) insurance against third party risks including injury to persons and/or property damage in respect of any one occurrence or series of occurrences of not less than CAD \$2,000,000; and (d) business interruption insurance in respect of any one occurrence or series of occurrences of not less than CAD \$2,000,000. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Buyer as an additional insured or loss payee, as applicable. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policies. The parties agree that such policies of insurance shall not act in any manner as a limitation on the liability of such party under this Order.

11. **Termination.** In addition to any remedies that may be provided under this Order, Buyer may terminate this Order with immediate effect upon written notice to Seller, either before or after the acceptance of the Products, if Seller has not performed or complied with any of this Order, in whole or in part, or if Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Buyer may also terminate this Order for any reason with 30 days' written notice to Seller. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Products received and accepted by Buyer prior to the termination.

12. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Order, for any failure or delay in fulfilling or performing any term of this Order, when and to the extent such party's ("**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, tsunami, fire, earthquake, explosion; (c) epidemics or pandemics (not including the novel coronavirus COVID-19 or any variant or resurgence thereof); (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law or actions; (f) embargoes or blockades in effect on or after the date of this Order; (g) national or regional emergency; (h) strikes, lockouts, labour stoppages or slowdowns, labour disputes, or other industrial disturbances; (i) shortage of adequate power or telecommunications or transportation facilities; and (j) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 60 days following written notice given by it under this Section 12, the other party may thereafter terminate this Order upon 10 days' written notice.

13. **Miscellaneous.**

- (a) **Entire Order.** This Order, including and together with related schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations, conditions and warranties, both written and oral, regarding such subject matter.
- (b) **Assignment.** Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Order without Seller's prior written consent.
- (c) **Waiver.** No waiver by Buyer of any of the provisions of this Order is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Order operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (d) **Enurement.** This Order is binding on and enures to the benefit of the parties and their respective permitted successors and permitted assigns.
- (e) **Time is of the Essence.** Time is of the essence in all aspects of this Order.
- (f) **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.
- (g) **Governing Law.** All matters arising out of or relating to this Order are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law provision or rule. Any disputes relating to this Order shall be heard by the Courts of the Province of Ontario sitting in the City of Toronto.
- (h) **Notices.** All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Purchase Order or to such other address that may be designated by the receiving party in writing. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the fifth business day after the date mailed by certified or registered mail by the Canada Post Corporation or nationally recognized postal service, return receipt requested, postage prepaid.
- (i) **Severability.** If any term or provision of this Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (j) **Survival.** The parties agree that all clauses that by their nature survive termination of this Order will survive termination of this Order.
- (k) **Amendments and Modifications.** This Order may only be amended or modified in a writing stating specifically that it amends this Order and is signed by an authorized representative of each party.
- (l) **Further Assurances.** The parties shall execute and deliver all such further documents and instruments, and take all such further acts, reasonably necessary to give full effect to this Order, upon request of the other Party.