

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS, SERVICES & SOFTWARE

ARTICLE 1 – SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Purchase (the “Conditions”) govern the purchase by Jungbunzlauer Canada Inc. (“COMPANY”) of goods, services, or software (collectively referred to as the “Deliverables”), supplied by the vendor named in the relevant order confirmation (“Supplier”).

1.2 The written order confirmation issued by COMPANY (“Order”), together with these Conditions, constitutes the binding contract between COMPANY and Supplier (the “Contract”). Deviating terms or conditions submitted by the Supplier—for example, in Supplier’s quotations, order confirmations, general terms or invoices—shall not apply unless expressly accepted in writing by COMPANY prior to execution.

1.3 These Conditions apply to all purchases of Deliverables by COMPANY, except where specific terms are agreed upon in writing by both parties.

ARTICLE 2 – DELIVERY, PERFORMANCE & TRANSFER OF TITLE AND RISK

2.1 Goods shall be delivered DDP (Delivered Duty Paid) per Incoterms 2020 to the place of delivery stated in the Order, unless otherwise agreed in writing. Company shall within 5 business days of delivery perform a superficial visual inspection of the packaging of the goods and delivery documentation and may reject the goods by notice to Supplier (email sufficient) if this reveals apparent defects. If the goods are not rejected within such five (5) Business Day period, they are deemed accepted. A warranty claim based on Article 6 of these Conditions remains reserved.

2.2 Services and software shall be provided and performed at the place and by the date specified in the Order. In the case of software, this includes delivery of all relevant license keys, documentation, and access rights.

2.3 The delivery date (for goods or software) or the completion/performance date (for services) set out in the Order is binding. Partial, early, or late performance shall require COMPANY’s prior written consent.

2.5 For software, Supplier grants COMPANY a non-exclusive, perpetual (unless otherwise stated), worldwide, transferable license to use, reproduce, and maintain the software for COMPANY’s internal business purposes, subject to any agreed license restrictions stated in the Order. Delivery of software shall include all necessary license documentation, keys, and installation assistance unless otherwise stated.

ARTICLE 3 – DELAY IN DELIVERY OR PERFORMANCE

3.1 Supplier shall promptly notify COMPANY in writing if it anticipates a delay in delivery or performance. Within two (2) business days of such notice, Supplier shall provide: a) A written explanation of the reason and expected duration of the delay; b) A detailed corrective action plan to meet the original delivery/performance timeline.

3.2 If the action plan is unsatisfactory or the delay continues, COMPANY may, at its sole discretion and at the Supplier’s cost, take necessary steps to mitigate the delay, including termination of the Contract and procurement of the Deliverables from another vendor.

ARTICLE 4 – LIQUIDATED DAMAGES FOR DELAY

4.1 In the event of delay in delivery or performance, unless the Contract is terminated under Article 3.2, Supplier shall pay liquidated damages of 0.35% of the total purchase price (excluding GST) for each calendar day of delay.

4.2 The total liquidated damages under this clause shall not exceed ten percent (10%) of the total Contract price. Further damages remain reserved.

4.3 COMPANY may deduct liquidated damages from Supplier's invoices or require separate payment.

ARTICLE 5 – PRICES, PAYMENT TERMS & INVOICING

5.1 All prices are fixed and include all costs incurred by Supplier in connection with the supply of Deliverables including, without limitation, transport, packaging, insurance, installation (if applicable), licensing for software, and all applicable duties and taxes, excluding VAT.

5.2 Supplier's invoices must reference the appropriate Order number and provide itemization of each charge. GST or similar mandatory levies must be shown separately. Invoices not complying with this requirement will be returned and considered not received.

5.3 Unless otherwise expressly stated in the Order, payment terms are net sixty (60) days from the end of the month of the later of (i) successful delivery or completion of the Deliverables, or (ii) receipt of a valid invoice.

5.4 Payment by COMPANY does not constitute acceptance nor waive COMPANY rights under the Contract.

ARTICLE 6 – CONFORMITY AND WARRANTY

6.1 Supplier warrants that all Deliverables: a) Conform to specifications, drawings, samples, or other descriptions provided in the Order or agreed in writing; b) Are free from defects in design, material, workmanship, and performance; c) Are fit for the purpose described in the Order, agreed in writing or for which such Deliverables are commonly used; d) Comply with all applicable laws and regulatory requirements; e) Do not infringe any third-party intellectual property rights; f) Are free from any lien, charge or encumbrance.

6.2 For services, Supplier warrants that all services shall be performed: a) In accordance with generally accepted professional standards and practices applicable to the services; b) Using personnel with appropriate skills and qualifications; c) In a timely and professional manner per the agreed schedule.

6.3 For software: a) Supplier warrants that software is free from material defects and malware and will function as described in its documentation; b) Supplier shall provide patches, updates, and security fixes promptly during the warranty period; c) Open-source components (if any) must be disclosed, properly licensed, and shall not affect Company's rights to use the software delivered.

6.4 The standard warranty period for Deliverables is twenty-four (24) months from the date of delivery (for goods and software) or acceptance (for services), unless otherwise specified in the Order or applicable agreement (the "Warranty Period"). Replacement of defective items resets the Warranty Period.

6.5 If COMPANY finds non-conforming Deliverables during the Warranty Period, it may at any time: a) Reject and require removal or disposal at Supplier's cost; b) Require immediate replacement or correction at Supplier's expense; c) Obtain equivalent Deliverables from third

parties and recover the resulting cost from Supplier; d) Claim damages for losses incurred due to non-conformity.

6.6 Supplier shall not perform corrective actions or re-deliver Deliverables without COMPANY's express prior written approval.

6.7 Supplier shall maintain and provide, upon request, reasonable insurance coverage for product, professional, and/or software liability as applicable, and provide evidence of coverage to COMPANY.

ARTICLE 7 – CHANGES

7.1 COMPANY may request changes to the nature, scope, delivery schedule or specifications of the Deliverables. Within five (5) business days of receipt of such request, Supplier shall notify COMPANY in writing of the expected impact on cost and timing.

7.2 Supplier shall implement changes only after receiving COMPANY's written approval.

ARTICLE 8 – TERMINATION

8.1 COMPANY may terminate the Contract in whole or in part by written notice with immediate effect if: a) Supplier becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors; b) Supplier materially breaches the Contract or fails to remediate a breach within fourteen (14) days of notice; c) Supplier fails to deliver or perform in accordance with the agreed schedule.

8.2 In the event of termination, COMPANY may retain or return Deliverables and claim all damages and costs associated with substitution or remediation.

ARTICLE 9 – COMPLIANCE, ETHICS AND DATA PROTECTION

9.1 Supplier shall comply with COMPANY's Supplier Code of Conduct, as may be provided to Supplier or published online. The Supplier Code of Conduct does not replace any applicable laws and regulations of any country in which the supplier operates, and Supplier agrees to comply with all such laws applicable to it. In addition, Supplier agrees to comply with trade sanctions, foreign trade controls, export controls, non-proliferation, forced labor, child labor, deforestation, anti-corruption, and anti-terrorism regulations of the European Union, any EU member state, the United Kingdom, Canada, Switzerland, and the United States of America.

9.2 The Supplier shall report any material violations of these requirements to COMPANY immediately and agree on a mutually agreed timeline for corrective action. If requested by COMPANY, Supplier is expected to complete Self-Assessment Questionnaires (SAQs) or grant access to COMPANY or third parties under confidentiality agreements to undertake on-site audits for verification purposes.

9.3 A material violation of Article 9.1 or failure to correct a nonconformity within a mutually agreed period shall be considered a material breach of the Contract. COMPANY reserves all legal rights and remedies in such event.

9.4 The Parties agree to comply with all applicable data protection and privacy laws, including but not limited to the Personal Information Protection and Electronic Documents Act (PIPEDA). Each Party warrants that it is authorized to process and transfer personal data necessary for the performance of the Contract.

ARTICLE 10 – INTELLECTUAL PROPERTY

10.1 All intellectual property rights in any Deliverables shall vest exclusively in COMPANY unless otherwise agreed in the Order or otherwise in writing.

10.2 Supplier shall indemnify and hold COMPANY harmless against third-party claims based on intellectual property infringement arising from the use of the Deliverables, provided such use is in accordance with the Contract.

ARTICLE 11 – CONFIDENTIALITY

11.1 Supplier shall treat all non-public business, technical, or commercial information disclosed by COMPANY as confidential and shall not disclose it to any third party or use it for purposes other than fulfilling the Contract.

ARTICLE 12 – GOVERNING LAW AND JURISDICTION

12.1 This Contract shall be governed by and construed in accordance with the laws of Canada, excluding conflict of laws rules and excluding the Canada Consumer Product Safety Act (CCPSA)

12.2 Any dispute, controversy, or claim arising out of, or in relation to, the Contract or these Conditions, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with Commercial Arbitration Act. The number of arbitrators shall be one. The seat of the arbitration shall be Toronto, Canada. The arbitral proceedings shall be conducted in English.

ARTICLE 13 – MISCELLANEOUS

13.1 No waiver by COMPANY of any breach shall be valid unless given in writing and signed by representatives of the COMPANY. Any such waiver shall not constitute a waiver of future breaches.

13.2 If any provision of these Conditions is held invalid or unenforceable, that part shall be severable and the remainder shall remain in force. The invalid or unenforceable provision shall be deemed replaced with such provisions that comes as close to the intent of the original clause while still being valid and enforceable.

13.3 These Conditions and the Order contain the entire agreement between the Parties, superseding prior communications and understandings.