

General conditions for purchase of goods and services Caldic Canada Inc.

1 Acceptance of Terms

Upon the signing of an acknowledgement of the purchase order from Caldic Canada Inc. (“**Caldic**”) issuing the purchase order or the commencement of the supply of goods or services thereunder by supplier named in the purchase order (the “**Supplier**”), whichever is earlier, a contract (the “**Contract**”) will be constituted for the provision of the goods or services described in the purchase order (the goods, equipment, other materials, or services are collectively referred to as the “**Goods**”), between Supplier and Caldic. The signing or commencement of supply will constitute Supplier’s unqualified acceptance of the Contract, which will consist solely of these general terms and conditions for the supply of Goods (the “**General Terms**”), the purchase order, and the documents referred to on the purchase order, unless there is an agreed written agreement in place between Caldic and Supplier, which in that case would supersede. The Contract specifically excludes any terms of Supplier which may be communicated to Caldic at any time before, concurrently with or after the date of the Contract, and regardless of whether the Supplier’s terms form part of any other prior or current contract with Caldic unless specifically accepted by Caldic in writing. The Contract of which these General Terms form a part, supersedes any prior offers, negotiations, and agreements and constitutes the entire agreement between the parties concerning the subject matter. Should there be any conflict of terms between the written documents of the Contract, the following will be the order of priority: the purchase order; the scope of work (if any); and these General Terms.

2 Performance and Warranty

Supplier guarantees and warrants that: (i) it has full power and authority to enter into the Contract and perform its obligations, (ii) the Contract is a binding obligation of Supplier, enforceable against Supplier in accordance with its terms, (iii) the Goods will conform to the specifications, description, drawings, standards, quality and performance levels outlined in the Contract, (iv) the Goods are fit for the intended purpose of Caldic, and (v) title to all the Goods supplied under the Contract will be free and clear from all liens, claims, encumbrances and any other charges whatsoever.

3 Insurance

Without limiting Supplier’s liability under the Contract, Supplier shall provide, maintain and pay for the following insurance coverage: **COMPREHENSIVE GENERAL LIABILITY INSURANCE of at least CDN\$5,000,000 per occurrence or such higher amount as specified in Caldic’s purchase order** covering Supplier’s liability for bodily injury (including death) and property damage. Unless otherwise stipulated, the insurance will be in force for the duration of the Contract. Supplier shall immediately advise Caldic in writing in the event that any such insurance coverage is cancelled, terminated, or materially reduced.

4 Indemnity

Supplier shall defend, indemnify and hold harmless Caldic and its affiliates and their respective agents, officers, directors and employees from and against any and all suits, legal proceedings, claims, demands, damages, liabilities, losses, fines, penalties, costs and expenses including reasonable legal fees arising out of or attributable to: (i) the performance or non-performance of the Contract, or any negligent act or omission of Supplier, its agents, employees and subcontractors, (ii) any breach by Supplier of any representation, warranty, obligation or covenant under the Contract, (iii) bodily injury, sickness or death of any of Supplier’s or any subcontractor’s employees, or loss or damage to Supplier’s or any subcontractor’s property, (iv) any defect in Caldic’s or Supplier’s title to the Goods, or any lien, charge, encumbrance or claim affecting the Goods, and (v) any infringement or claimed infringement of any patents or other intellectual property rights by the manufacture, sale or use of any Goods, software, materials, apparatus, or methods furnished by Supplier under the Contract, including any liability and costs related to recalls. In the event of any suit or proceeding which is based upon a claim that the Goods or any part infringes any patent or other intellectual property right, and where the use of the Goods is enjoined pending the outcome of the suit or proceeding, Supplier shall either secure for Caldic the right to use the Goods pending the final outcome or pay Caldic the losses sustained by Caldic due to any injunction or prohibition. In the event any Goods is held to be infringing and the use is permanently enjoined, Supplier shall promptly and at its expense either: (i) obtain for Caldic the right to use the Goods, (ii) replace the Goods with non-

infringing Goods equal to or better than that removed, or (iii) modify the Goods so as to render it non-infringing. Caldic may be represented in any suits or legal proceedings by lawyers of its own selection at Supplier's expense.

5 Taxes and other amounts

Unless stated otherwise in the agreed Incoterms or the purchase order, all applicable taxes, duties, packaging, shipping and freight charges are included in the purchase price and are for the account of Supplier, save and except the goods and services tax, harmonized sales tax, or any other value added taxes as may be applicable during the term of the Contract. Supplier shall pay all contributions, taxes, premiums and insurance required under federal, provincial/state or local laws in relation to its employees engaged in the furnishing of the Goods, and all sales, use, excise, transportation, occupation and other taxes and duties applicable to Goods furnished hereunder which Supplier is required by law to pay. Supplier will co-operate with Caldic in the recovery of any sales taxes paid by Supplier on Goods supplied which were used in an exempt application.

6 Packaging, Shipping and Invoicing

Supplier warrants that all Goods to be shipped hereunder will be properly classified, described, packaged, marked and labelled, and will be in the proper condition for transportation in accordance with all applicable laws or regulations (including national hazard communication standards). A detailed packing slip showing Caldic's purchase order number, Supplier's firm name and the shipper's name will be included with the delivery of Goods or in or attached to each package. Shipping instructions and requirements provided on the Caldic Purchase Order are to be complied with unless agreed to otherwise in writing. Failure to comply with this clause will, at Caldic's option, constitute grounds to reject the shipment. If Caldic's routing instructions are not followed, Supplier may be held liable for any additional transportation costs incurred. When shipments of Goods are made from other than a Canadian location, the shipments will be made in accordance with Caldic's customs instructions (which are available to Supplier upon request) and Canadian customs regulations. Invoices must be sent directly to the Caldic affiliate purchasing the Goods (and not the Caldic purchasing agent) and will show the Caldic purchase order number, shipper, origin and destination. Failure to comply with this clause may result, at Caldic's option, in the rejection of Supplier's invoice and/or the shipment. Payment terms will not commence until receipt by Caldic of a proper invoice.

7 Title and Risk of Loss

Title to the Goods (including documents, designs, drawings, specifications, plans, reports, information and other deliverables) and risk of loss will pass to Caldic upon delivery at Caldic's facility, unless otherwise specified on the purchase order.

8 Independent Contractor

Supplier will be an independent contractor and not an agent or representative of Caldic. Supplier, its agents, employees and subcontractors, shall not bind Caldic to any obligation with a third party, nor hold themselves out as having authority to bind or obligate Caldic. None of the persons engaged by Supplier or any of its subcontractors in the performance of the Contract will be considered employees of Caldic.

9 Force Majeure

Any delay caused to either Supplier or Caldic by reason of acts of God, force majeure, or other causes beyond a party's reasonable control and occurring without a party's fault or negligence, including strikes, lockouts and labour unrest, will not be regarded as a default in performance by Supplier or by Caldic. Notice of any anticipated delay will be given by the delayed party to the other as soon as possible under the circumstances. Performance under the Contract will resume as soon as practicable, and the party affected by the delay will at its own cost take all commercially reasonable measures to minimize the impact of the event on the other party, including through the devising and implementation of work-around plans, re-sequencing and resuming performance under the Contract as soon as possible. In these circumstances, Caldic will have the right to adjust the contracted quantity of the Goods, or adjust delivery schedules and/or completion date(s), as the case may be. No extension will be made for delay unless written notice of claim is received by Caldic at the address set out in the Caldic purchase order within 10 calendar days of the commencement of the delay. Any extension for delay will be for the period of time as agreed upon in writing between the parties. In the event that a force majeure event lasts for more than 30 days, Caldic will have the right to terminate the Contract for the applicable Goods without penalty.

10 Limitation of Liability

Under no circumstances will Caldic, its directors, officers and employees be liable to Supplier or any other person or entity for special, incidental, consequential, punitive, exemplary or indirect damages, loss of goodwill or business revenues or profits, work stoppage, downtime costs, loss of

use of equipment or facilities, cost of capital, data loss, or any and all other commercial damages or loss whether based in contract, warranty, tort, negligence, gross negligence or statute, and in no event will Caldic's liability exceed the value of the Contract.

11 Confidentiality

Supplier acknowledges that in order to provide the Goods, certain proprietary and/or confidential information may be disclosed to Supplier or may be observed and/or acquired by Supplier in the performance of the Contract. Supplier shall hold all information in the strictest confidence and shall ensure it is not disclosed, published or disseminated to any third party. Supplier shall ensure that its employees, agents, subcontractors and representatives assume the same obligation of confidentiality before communicating the information or know-how to that person. The confidential information will not be used by Supplier, except to provide the Goods.

12 No publicity

Unless the Supplier has received prior written consent from Caldic's communications department (which consent may be withheld in Caldic's absolute discretion); Supplier shall not publicize, announce or otherwise distribute any information in any format or media, whether such formats or media are now known or later devised, including any so-called "social media", in respect of (i) the Contract, (ii) Supplier's relationship with Caldic, or (iii) or any information about Caldic, including Caldic's activities, operations, brands, trademarks, products, services, personnel, other relationships, practices, policies, intellectual property, know how, or financial matters.

13 Data Privacy and Records Retention

In case the Supplier collects and processes the personal and company data that it receives from Caldic, it shall solely do so for the purpose of the execution of the Contract and in line with applicable data privacy and personal information regulations. The personal information data shall only be passed on to processors, recipients and/or third parties in so far as this is necessary and in line with the aforementioned purposes and solely upon written consent from Caldic.

Supplier shall retain, for at least five years following the end of any applicable warranty period or the final settlement date of any outstanding claims or disputes, whichever is later, the following: (i) proper accounts and records of the cost to Supplier of the Goods and of all expenditures or

commitments made by Supplier in connection with the Goods, and all invoices and receipts relating to the Goods; (ii) all of Supplier's subcontracts and all correspondence in connection with the subcontracts; (iii) all pertinent commercial documentation in respect of the Contract and all subcontracts, including copies of invoices, freight bills, dock receipts, freight forwarded receipts, bills of lading, certificates of origin, and any other pertinent documents; and (iv) all documents recording or evidencing Supplier's compliance with the Contract, including drawings, calculations, and inspection records. All of the foregoing will at all times be open to audit, inspection and examination by the authorized representatives of Caldic, who may make copies and take extracts, but only for the limited purpose of (a) verification of Supplier's compliance with the terms of the Contract, (b) enforcement of Caldic's rights under the Contract, or (c) ascertaining amounts owed by Caldic or to tax authorities, where relevant.

14 Governing Law

The Contract is to be governed, both with respect to its construction and performance, by the laws of the Province of Ontario, Canada and the parties agree to submit to the exclusive jurisdiction of the courts of that Province. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and further exclude the application of the International Sale of Goods Contracts Convention Act (Canada) and the International Sales Convention Act (Ontario). Supplier shall comply with all rules and regulations as applicable to the Goods, including, but not limited to data privacy and personal information regulations, anti-corruption regulations, antitrust regulations, export controls/sanctions and/or environmental regulations.

15 Set-off

In addition to any right of set-off or recoupment provided by law, Caldic may at any time and without notice set-off claims by Supplier for amounts due or to become due from Caldic under the Contract against any claims that Caldic or any of Caldic's affiliates has or may have arising out of the Contract or any other transaction between Caldic or Caldic's affiliates and Supplier or any of Supplier's affiliates.

16 International Trade Reporting and Documentation

Supplier shall provide all information necessary for Caldic to comply with all applicable laws, including legal reporting obligations, in the country(ies) of origin and destination. Supplier shall provide all documentation, including

certificates of origin, and/or electronic transaction records to allow Caldic to meet customs-related obligations, and local content or origin requirements, and to obtain all tariff and trade program duty avoidance(s) and/or refund benefits, where applicable. Supplier further agrees, upon request by Caldic, to participate in trusted trader, trade security or other similar government programs with a view to eliminating or minimizing security related delays at the border. Supplier shall assume any and all financial responsibility arising from Supplier's failure to comply with these requirements and/or to supply Caldic with information required to meet legal reporting obligations, including any fines, penalties, forfeitures, unnecessary duties or counsel fees incurred or imposed as a result of actions taken by the importing or exporting country's government.

17 Termination

Caldic may terminate the Contract immediately and/or suspend the Contract without prejudice to any other right Caldic may have if: (i) Supplier makes assignment or is petitioned into bankruptcy, or if a receiver is appointed to administer the affairs of Supplier, (ii) Supplier breaches any of the terms or conditions of the Contract and refuses or is unable to rectify any breach to Caldic's satisfaction within five days following receipt of notice of the breach, or (iii) Caldic reasonably believes that Supplier will be unable to satisfactorily perform its obligations under the Contract. Caldic may without penalty terminate the Contract or suspend the Contract for a reasonable period of time without cause subject to the payment to Supplier of reasonable direct costs (excluding overhead expenses and lost profits) incurred by Supplier as a result of the termination or suspension.

18 Caldic Companies

Supplier shall, whenever feasible, use the services and/or goods of Caldic related companies, provided the company is cost competitive (see www.caldic.com for a description of Caldic related companies).

19 Additional

Supplier will not assign the Contract or any portion of the Contract without the prior written consent of Caldic, which consent may be withheld by Caldic in its absolute discretion. Caldic will have the right to assign the Contract or any portion of the Contract, without Supplier's consent, to any of Caldic's affiliates or to any purchaser or successor to Caldic's relevant business. The Contract will be binding on and endure to the benefit of the parties and their respective heirs, executors, administrators, successors and permitted

assigns. Any failure by Caldic at any time, or from time to time, to enforce or require the strict keeping and performance by Supplier of any of the terms or conditions of the Contract, will not constitute a waiver by Caldic or a breach of any terms or conditions, and will not affect or impair the terms or conditions in any way, or the right of Caldic at any time to avail itself of the remedies as it may have for any breach or breaches of the terms or conditions. Supplier acknowledges that time is of the essence in the performance of its obligations under the Contract. No modification of, nor additions to the terms of the Contract will be effective until expressly accepted in writing by Caldic. Each paragraph and provision of the Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of the Contract will remain in full force and effect. The headings used herein are for convenience of reference only and will not be considered part or affect the interpretation of the Contract. Words expressed in the singular include the plural and vice-versa and words of one gender include all genders. "Including" will mean including without limitation and "include" and "includes" will have a corresponding meaning. In any instance of interpretation or translation, the French language version of these General Terms shall prevail in Quebec and the English language version in the rest of Canada.